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ENTERED BY

WEBB, MARTINIS & HILL
1114 - 12TH STREET SE
SALEM, OR 97302
(503) 363-9264

20/1/35

2.

Defendants were tenants of Plaintiffs' renting the property referenced above pursuant to a lease, a copy of which is attached as Exhibit "A" and incorporated by reference herein.

3.

Defendants vacated the premises on February 21, 2003. Defendants failed to pay their last month's rent in the amount of \$1,200.00, together with six days of rent from February 15, 2003 to February 21, 2003. The current amount of rent owing is \$1,440.00. In addition, Defendants have been more than five (5) days late in making rent payments and therefor are responsible for a late fee of \$25.00 each late month. Pursuant to the lease, there is currently \$75.00 owing in late fees.

4.

Defendants further caused damage to the property beyond the normal wear and tear as follows:

1. Damaged Jenn Aire range;
2. Damaged Anderson screen doors;
3. Damaged Anderson windows, crank handles, slider door latch receiver and weatherstrip;
4. Damaged exterior deck;
5. Damaged panels in kitchen lights;
6. Gouges and scratches in hardwood floor;
7. Three damaged brass heat registers;
8. Water damage to decorative windowsill in living room and downstairs bedroom from placing drinks and liquid on finished surfaces;
9. Damaged sheetrock in the downstairs bathroom;
10. Clogged drains;
11. Chipped brick on downstairs fireplace;
12. Cuts, chips and gouges in Formica;

13. Ripped carpet;
14. Missing garage door opener and missing house keys;
15. Damaged track on garage door;
16. Damaged fireplace doors;
17. Damaged fence post;
18. Broken exterior light fixture and siding near the exterior water faucet;
19. Oil left on driveway causing damage;
20. Damaged mini blinds; and
20. Damage to landscaping due to neglect.

5.

As a result of the damages referred to above, Plaintiffs have been damaged in the amount \$5,290.10.

6.

Pursuant to the parties contract and ORS 90.255.

WHEREFORE, Plaintiffs pray for judgment against Defendants and all of them as follows:

1. For the sum of \$1,515.00 for unpaid rents and late fees;
2. For the sum of \$5,290.10 for damages;

///

///

3. For such other relief as the Court deems just and equitable.

DATED this 28th day of April, 2003.

WEBB, MARTINIS & HILL

By:

Norman R. Hill, OSB #94340
Of Attorneys for Plaintiffs
1114 - 12th Street SE
Salem, OR 97302
(503) 363-9264

SN

THIS AGREEMENT, Made and entered into this 16 day of Sept 2001
by and between FEED & NORMA BARNES

GREGORY + STELLY WARNOCK, hereinafter called the first party (whether singular or plural), and

WITNESSETH: In consideration of the covenants herein contained to be kept and performed by second party, first party does hereby lease, demise and let unto the said second party the following described premises situated in the City of SALEM, County of PUCK and State of OREGON, to-wit:

3062 Timothy Dr NW
SALEM, OREGON
97304

known as

for a term beginning the 21 day of SEPT, 2001, and extending to and including midnight on the 21 day of APRIL, 2002, at and for a rental of \$ 1200.00 per MONTH during said term, payable in advance in lawful money of the United States to the order of the first party as follows:

\$200/m lease Rent - Oct 15. 01
\$500 Rental fee & Reservation deposit - Sept 16. 01
\$5000 Note to be held AS Security Deposit.

The respective parties hereto agree to the following terms and conditions:

(a) The second party expressly agrees to pay said rents at the times aforesaid; to use said premises for

A RESIDENCE

and no other purpose without first party's consent; to make no unlawful or offensive use of said premises; not to suffer or permit any waste or strip thereof; not to make any alterations or improvements upon said premises or assign this lease or sublet said premises, or any thereof, or permit any other person to occupy the same without first party's written consent first obtained; to comply with all laws, ordinances and regulations of any public authority respecting the use of said premises; promptly to pay for all heat, light, water, power and other services or utilities used on said premises; to keep said premises, including all exposed plumbing, heating equipment and apparatus and elevators, if any, at all times in good repair and to pay for all repairs on said premises during the term of this lease except those which the first party hereinafter specifically agrees to make; to keep the roof of the building on and the sidewalks surrounding said premises free of snow, ice, rubbish and debris during the term hereof; not to commit, permit or create any nuisance on said premises; promptly to replace all glass which may be broken or cracked in the windows and doors of said premises with glass of as good or better quality than that now in use; to permit the first party, his agents and representatives, at any time during business hours to enter said premises for the purpose of examining the condition thereof or other lawful purpose; to keep said premises free of all mechanic's liens and upon the expiration of said term, or any termination hereof, to quit and deliver up said premises and all future additions to the same, broom-clean, to the first party, peaceably, quietly and in as good order and condition, reasonable use and wear thereof, damage by fire and the elements alone excepted, as the same are now in. During the term of this lease the first party agrees to maintain the exterior walls, gutters, downspouts, unexposed plumbing and foundations of the building on said premises and the sidewalks thereabout in good order and repair; provided, however, that all sums expended by the first party for said purposes shall be reported to the second party in writing within thirty days after each expenditure is made.

(b) In the event of the destruction of the building on said premises from any cause, the first party may terminate this lease after ten days written notice to the second party, effective as of the date of said destruction, and the second party may terminate this lease, effective as of said date; provided, however, that if the damage to said building is more than 10% of its sound value, the first party may or may not elect to restore said building; written notice of first party's said election shall be given the second party within fifteen days after the occurrence of said damage; if such notice is not so given, the first party conclusively shall be deemed to have elected not to restore the building; if the first party so elects, the second party herewith may terminate this lease as of the date of said damage. If the damage to said building does not amount to the extent last indicated, or if the first party elects to restore said building as aforesaid, then the first party shall repair said building with all convenient speed and during said repairs there shall be such an abatement of rent as the nature of the damage and its interference with the occupancy of said leased premises shall warrant.

(c) Time is of the essence of this lease and if said rents shall be in arrears for ten days, or if the second party shall neglect or fail to do or perform any of the covenants herein contained, then the first party, without notice may immediately or at any time while said default continues, enter upon said premises and repossess the same, expel the second party and remove his effects at second party's expense, forcibly if necessary, without being taken or deemed guilty in any manner of trespass and without prejudice to any other remedies which might otherwise be used for arrears of rent or breach of covenant. In the event of any such default all notices required by law hereby are expressly waived by the second party.

(d) All repairs, additions, improvements and alterations in and to said premises made by the second party shall be and become the property of the first party as soon as made. Any holding over by the second party after the expiration of this lease shall be deemed a tenancy from month to month only, terminable at will by either party hereto. In the event of any suit or action on this lease the second party agrees to pay such additional sum as the court may adjudge reasonable to be allowed plaintiff therein for attorney's fees, plus the statutory costs and disbursements and if an appeal is taken in any such suit or action, such further sum as the appellate court may deem reasonable as plaintiff's attorney's fees on such appeal.

EXHIBIT A
Page 1 of 6

(e) OPTION TO SECOND PARTY—At any time while this lease is in full force and effect, except as hereinafter provided, and second party is not in default in his performance hereof, the said first party, for value received, hereby gives and grants unto the second party the sole, exclusive and irrevocable right and option to purchase the above described premises subject to and upon the terms and conditions set forth in the form of purchase agreement hereto attached, at and for a price to be ascertained as follows: The basic price for said premises shall be the sum of \$ 260,000.00, to and from which shall be made the following additions and deductions, to-wit: To said basic price shall be added (1) the aggregate of the sums expended by the first party and reported in writing by him to the second party between the date of this lease and the exercise of this option, for the maintenance of the exterior walls, gutters, downspouts, unexposed plumbing and the foundations of the building on said premises and the sidewalks thereabout; (2) the aggregate of all fire insurance premiums, all taxes and city, county and district liens on said premises paid by the first party between the date hereof and the exercise of this option; (3) a sum equal to unearned insurance premiums, plus

(over)

Verified Correct Copy of Original 3/13/2016

Verified Correct Copy of Original 5/13/2016.

a pro rata share of the date hereof of taxes, paid by the first party prior hereto and covering a period extending beyond this date, together with (4) a sum equal to interest on said basic purchase price at the rate of _____ per cent per annum from the date hereof to the exercise of this option; there shall be deducted from said basic price, (5) the total rents paid by the second party to the first party under said lease and (6) if, between the date of this lease and the exercise of this option, the building on said premises has been destroyed or damaged, there shall also be deducted all sums received or receivable by the first party from any insurance carried by him on said building and not previously expended by him for its repair or restoration.

(f) The net sum so ascertained shall be the option price on said premises.
(g) Time is of the essence hereof and this option shall be null and void and of no force and effect unless exercised by the second party on or before the 31 day of MARCH 2009, at 5:00 P.M. by notifying the first party of his intent to exercise said option by a writing forwarded to the first party at first party's address stated below; immediately thereafter the parties hereto, following the formula stated above, shall determine the amount of said purchase price and shall execute and deliver an agreement of sale and purchase in the form attached hereto. Contemporaneously with the delivery of said agreement of sale and purchase, the second party shall make the first or down payment stated in said agreement.

(h) Within ten days from the date of said purchase agreement, the first party agrees to deliver to the second party a policy of title insurance insuring in the amount of said selling price marketable title to the above described premises in first party, subject to building restrictions, zoning ordinances, if any, and any liens or incumbrances against said premises to be assumed by second party in said sale. said first party may have a reasonable time to correct any defects of title which may appear.

(i) Should second party fail to exercise his said option, the foregoing lease shall continue until terminated pursuant to its terms.

(j) This lease and option shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but their respective heirs, executors and administrators, the successors and assigns of the first party, and, so far as the terms hereof permit assignment, the successors and assigns of the second party as well.

(k) In construing this lease and option agreement it is understood that the first and second parties, one or both of them, may be more than one person or a corporation and that, therefore, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to more than one individual.

SEE ATTACHED LEASE AGREEMENT

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands in duplicate on this, the _____ day and year first hereinabove written.

MAINTENANCE
POB 6020 SOLEM, OREGON
97304
2345 37TH PLACE NW
SALEM 97304
First Party's Address

James L. Barnes
First Party
X Shelly Warnock
Second Party

If the owner of the property leased in the above form is married, his or her spouse must be named as one of the first parties and he or she must also sign this agreement.

Lease
and
Option Agreement
(FORM NO. 609)

Between
FRED & MORRIS BARNES

and
GREGORY SHELLEY WARNACK

Date Sept 21 2001
Expires April 01 2012

STEVENS-NESS LAW FIRM, P.C. PORTLAND, ORE.

EXHIBIT A
Page 2 of 6



RENTAL AGREEMENT

FORM

1

OREGON

MULTIFAMILY, SINGLE FAMILY

RENTAL AGREEMENT (Page 1 of 2) - Lease Option Agreement

DWELLING UNIT: Name, address, unit # of premises:

3062 Timothy Dr. N.W. SALEM OREGON 97304

TENANCY:

- ☐ Week-to-week Beginning _____ due on _____ Amount of rent \$ _____
- ☐ Month-to-month Beginning 2 due on _____ Amount of rent \$ _____
- ☒ Fixed term lease Beginning 2-1-01 ending 4-21-02 (See Terms & Conditions #12 (c) (3))
- Total amount of lease \$ 8400.00 payable in monthly payments of \$ 1200.00 due on _____
- Failure to complete the term of the lease will result in a charge of _____
- ☒ the balance owed on the lease or ☐ a charge of _____

3A. PARTIES - OWNER/AGENT: Name, mailing address for payment of rent and/or service of notice:

Make rent payable to: FRED OR NORMA BARNESLandlord telephone number (General) 503 364-4150 (Emergency) 503 373-7795 (Fax) 503-364-4150

☒ Notices: Pursuant to Section 11(c) of the Terms and Conditions, the landlord will allow service of notices by "post and mail".

First class mail shall be to the above address and attachment at the following address/location (describe with particularity, reasonably located in relation to the tenant and available at all hours):

3B. PARTIES - OCCUPANTS: List all individuals, hereafter referred to as "tenant" who are authorized to occupy the dwelling. See Terms and Conditions for restrictions. Wherever the term "tenant" is used, the term shall apply in the singular or plural.

Name Date of Birth Social Security Number

BRENDAN L + STANLEY R WARRICK

2-1-01 2-14-92-1517

341-82-6210

4. VEHICLES:

- ☐ Permit required # NO
- ☐ Assigned parking space # _____
- Make / Model / License # / State

NA

- 5. PETS:** ☒ Animals or pets are strictly prohibited.
- ☐ Pets and/or aid animals are accepted subject to the terms and conditions of the addendum.

6. UTILITY PAYMENT RESPONSIBILITY: Landlord indicate in column "A" or "B" with #1, #2, #3

- (1) Indicates payment responsibility by the landlord or tenant.
- (2) Utility or service is paid by the tenant directly to a utility or service provider which directly benefits the landlord other tenants. Disclosure is made pursuant to ORS 90.315(2)
- (3) The landlord has elected to bill the tenants separately from the rent according to the following formula:

	Water	Sewer	Electric	Gas	Basic Cable	Internet Access	Oil	Garbage Can	Garbage Service	Other
Landlord	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tenant	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

*If single can, tenant shall be limited to one 30 gallon can picked up weekly, including recycling. Additional amounts will be billed to the tenant.

Permission to put cable in it wanted

7. APPLIANCE INCLUDED: (Make/Model/Serial #)

- ☒ Range ☐ Washer
- ☐ Refrigerator ☐ Dryer
- ☒ Dishwasher ☒ Microwave
- ☒ Garbage Disp ☐ Other

8. RECYCLING: The landlord identifies the availability of recycling as follows:

- ☐ Provided on-site ☒ Provided by the hauler
- ☐ Not provided and is the responsibility of the tenant.

9. REAL ESTATE DISCLOSURE: ☐ The landlord identifies that the property is four units or less and is in a form of foreclosure.

NO

10. LANDSCAPING MAINTENANCE:

☒ The Tenant shall be responsible to property and adequately cultivate and maintain lawn, shrubbery and grounds. Failure to maintain acceptable to the landlord shall result in the tenant being charged for necessary work in addition to other penalties.

- ☐ Landscaping will be maintained by the landlord or the landlord's subcontractor. Tenant agrees that access to the premises notice to the tenant (initials indicate acceptance)
- ☐ Property is a multi-unit property with common areas maintained by the landlord. No notice is provided by landlord to tenant

EXHIBIT A
Page 3 of 6

1. **OREGON LANDLORD/TENANT LAW:** Landlord and tenant agree to abide by all state, federal, local laws or adopted rules and regulations. Tenant agrees not to permit or allow any acts to be done in, on, or within the immediate vicinity of the premises that violate any law, rule or regulation.
2. **REQUEST FOR REASONABLE ACCOMMODATION:** Any request for reasonable accommodations as required by the federal or state Fair Housing law, shall be made by the tenant in writing to the landlord specifying the request and the nature of the accommodation requested.
3. **RENT:** Rents are due and payable on the first of the month, unless otherwise indicated. If rent is not paid by the fourth day of the month, a late fee in the amount stated on the rental agreement will be assessed. Tenant(s) are individually, jointly and severally liable for the rent and other charges. Payments made by tenants that are returned as nonnegotiable may result in the application of a late fee, other penalties and the requirement that subsequent payments be made by money order or cashier's check.
4. **ASSIGNMENT OR SUBLETTING:** The tenant agrees only those listed as occupant(s) in Section 3A will occupy the dwelling unit. Any person not named as an occupant (tenant) who remains on the premises a substantial amount of time, either day or night, shall be considered a guest. Guest(s) staying more than fourteen (14) days and/or nights in a calendar year must have the written permission of the landlord.
5. **CHANGE IN OCCUPANCY:** If one tenant vacates the dwelling unit, any remaining tenants must notify the landlord within three (3) days of the change in occupancy. The remaining and/or additional tenants may be subject to the landlord's screening procedures. Failure to report any change in occupants of the dwelling unit may result in the termination of the rental agreement and penalties for rental agreement violations. The security deposit shall stay with the unit until the last tenant has vacated the unit. Tenants are responsible for inter-tenant agreements regarding the security deposit or fees.
6. **CONTROL OF COMMON AREAS:** The landlord and any person identified as the "person in charge" pursuant to ORS 164.205(5) shall retain control over any and all common areas. Common areas are shared facilities such as laundry rooms, swimming pools, courtyards and other areas of general use. If identified, the landlord may implement exclusion rules for all common areas. Such rules will apply to nontenants only. Exclusion rules shall be posted or made a part of this agreement as well as provided to the law enforcement agencies in the area.
7. **PERSONAL PROPERTY:** The tenant agrees to not destroy, damage, deface or remove any part of the premises or permit any person to do so and to assume all liability for damages, other than ordinary wear and tear or those caused by the landlord. The landlord will not be liable or responsible for loss or damages to articles or property belonging to the tenant(s). The tenant SHALL MAINTAIN FIRE AND THEFT INSURANCE for their personal property.
8. **LOSS RECOVERY:** The tenant agrees that the landlord has the right to recover from the tenant any loss caused by fire, vandalism or other acts of misuse by the tenant, animals of the tenant or guests of the tenant. The landlord reserves the right to assign such right to recover to their insurance carrier.
9. **USE OF PREMISES:** (a) At the commencement of the rental agreement, the tenant accepts that the unit and its premises are safe for reasonable and foreseeable uses. Any unsafe condition shall be noted on the Move-In/Out Addendum.
- (b) Tenant is to use the premises for a dwelling unit and not conduct any commercial activity or services for compensation in or on the premises without the written consent of the landlord. Day care shall be considered a business.
- (c) Tenant will behave and require other person on the premises with the consent of the tenant to behave in a manner that will not disturb the peaceful enjoyment of others. Tenant shall restrict all sound or noise so as not to be heard outside the unit. Tenants and their guests shall not be permitted to play or loiter in halls, stairways, entrance of buildings or other common areas except in those areas designated by the landlord.
- (d) Alcoholic beverages shall not be served or consumed in the common areas without written permission of the landlord.
- (e) Tenant or their guests shall not be permitted to operate recreational vehicles or equipment in common areas except as designated by the landlord.
- (f) Tenant agrees to keep all areas of the premises under their control in every part clean, sanitary, and free from the accumulation of debris, filth, rubbish, garbage, rodents and vermin. To the extent that the tenant is responsible for causing a problem, the tenant shall cooperate, to a reasonable extent, in assisting the landlord in any reasonable efforts to remedy the problem. Garbage and other items shall be disposed of in a proper manner. Medical waste such as needles, blood products and related articles are to be disposed of as "medical waste" as required by law. Patios, porches and stairways are to be kept clean and orderly and are not to be used for general storage. The landlord's definition of clean shall be the final definition.
- (g) Tenant shall use all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities or appliances on the premises in a reasonable manner. Telephone wiring and services within the unit shall be the responsibility of the tenant.
- (h) Tenant shall immediately report, in writing, all malfunctions of equipment, failure of essential services, or need for repair. Damage caused by the tenant such as stoppage of waste pipes or overflow of toilets, bathtubs or defective faucets, as well as any damage to the building or furnishings other than ordinary wear and tear, shall be paid by the tenant.
- (i) Tenant shall not tamper with the exterior lights, furnace, refrigerator, or other appliances or make any alterations of any nature on or to the premises. Hooks, nails, screws or other attachments shall not be installed in any ceilings. Attachments, including but not limited to signs, that affect the exterior appearance of the unit shall require the written consent of the landlord. As required by federal law, satellite dishes may be allowed but cannot be attached to any portion of the landlord's property.
- (j) Locks may not be tampered with or changed without the written consent of the landlord. Entrance doors to the building, if designated, shall be kept locked. Entrance doors and windows of the tenants' dwelling unit shall be kept locked. Tenant shall immediately notify the landlord in writing if locks or latches fail to operate properly.
- (k) In the event of severe temperature changes, tenant shall take reasonable measures to prevent pipes from freezing including but not limited to maintaining adequate heat, covering any foundation vents and disconnecting exterior hoses.
- (l) Landlord shall not be liable for damages of any kind caused by the lack of heat, refrigeration or other services arising out of any accident, act of God or occurrence beyond the control of the landlord. The tenant shall be limited to the rights and remedies specified by law.

11. FINANCIAL TERMS:

a. Rent payable on the \$1200/m day of the month
 Additional monthly rent for pet \$
 Total rent due \$1200/m

Fees chargeable during tenancy:
 (1) Return check fee \$ 100.00
 (2) Smoke Detector tampering fee \$ 100.00
 (3) Late fee of \$ 25/DAY
 will be assessed if rent is received at the place of payment after the 4 DAYS of the month.
 (4) Fee for service of notice for violation of the rental agreement, statute, or rules and regulations, first occurrence \$ 50.00
 each additional notice served shall be increased by \$ 50.00
 (5) Fee for filing eviction FED in addition to court filing fees and attorney fees \$ 250.00

d. Other charges \$500 NINTEEN/1
 in the amount of \$ CRASHUP fee

e. Other: 3

12. MOVE-IN ACCOUNTING:

CHARGES:

a. Rent from 9-21-00 to 10-21-01 \$ 1200.
 b. Rent from to \$
 c. Fee for reasonable anticipated landlord's expenses \$ 300.
 Fee will be used for the following:
 1) ☒ Repainting the dwelling
 2) ☒ Cleaning of floor coverings
 3) ☒ Cleaning of windows and window coverings
 4) ☒ Lock changing
 5) ☒ Move-out inspection
 6) ☐ Pet extermination/fumigation
 7) ☒ Contract processing
 8) ☐ Other NOTE: Received

d. Security Deposit 5000.00
 Total Due \$1700.00

CREDITS:
 a. ☒ Reservation deposit received FEDS. (\$)
 b. ☐ Special program for month (\$)
 c. ☐ Other (\$)

Total Credits: (\$ 300.)
 NET AMOUNT DUE \$1400.
 Payment agreement, if any: Due Oct 15/01
9 ACT 11/01/01 ACTED

Memo: if move-in is during the month and a full month's rent is required upon move-in, the proration of the next month's rent in the amount of \$ will be due on first of the next month or as follows:

13. SMOKING: Smoking is ☐ is not ☒ permitted in the dwelling. Smoking is ☒ is not ☐ permitted on the premises.
☐ Smoking is permitted only in designated area. Specify:

Any and all damage to the dwelling or premises will be charged to the tenant.

14. MAINTENANCE AND REPAIR CHARGES: Repairs or maintenance of tenant-caused damage and/or cleaning above ordinary wear and tear will be billed as subcontracted by the landlord and/or up to \$ 50.00 per hour

15. IN CASE OF AN EMERGENCY: The tenant may contact the landlord at the address or phone number provided in Section 3(A). In case of emergency, the landlord may contact the following parties (name, address, phone number):
AVOUST KOEUE 503/342-5379 349 2851 SE

16. CO-SIGNER: ☐ The landlord has approved a co-signer for this tenancy. The co-signer is not authorized to occupy the dwelling unit but will be responsible for the tenant's performance of the rental agreement including financial obligations. Name, address, and telephone number for service of notices or contact is as follows:

17. AGENT DISCLOSURE AND SECURITY DEPOSIT DISCLOSURE

- 1) ☐ Property is managed by an agent of the landlord and is authorized to act on behalf of the owner.
- 2) ☐ Agent is a Real Estate licensee and is authorized to act on behalf of the owner.
- 3) Pursuant to the Owner/Management, the Security Deposit is:

- ☐ Transferred to the owner whose name and address are: FRED RADNES (5000/NOT C) A REAL ESTATE BROKER or CO-SIGNER
- ☐ Held by the real estate licensee in a non-interest bearing account; or
- ☐ Held by the real estate licensee in an interest bearing account and the interest is transferred to:
- ☐ the State of Oregon Low Income Housing Trust account; or
 - ☐ payable to the property management agent; or
 - ☐ payable to the tenant, per federal law, if applicable; or
 - ☒ payable to the owner of the property.

18. ADDENDUM(S) made a part of this agreement and agreed to by landlord and tenant:

- | | |
|--|--|
| A. <input type="checkbox"/> Additional Rules and Regulations | F. <input type="checkbox"/> Water bed Addendum |
| B. <input type="checkbox"/> Pet/Aid Animal Addendum | G. <input type="checkbox"/> Common Area/Illegal Activity Addendum |
| C. <input type="checkbox"/> Smoke Detector Addendum | H. <input type="checkbox"/> Pre-1978 Construction Lead-Based Paint Add |
| D. <input type="checkbox"/> Landscaping Addendum | I. <input type="checkbox"/> Other <u> </u> |
| E. <input checked="" type="checkbox"/> Move-In/Out Inspection Addendum | J. <input type="checkbox"/> Other <u> </u> |

EXHIBIT A
 Page 5 of 6

19. Date: Sept 16 01 (We) have read and agree to page 1 and 2 of this rental agreement and terms and conditions on the reverse side of each.

Tenant (x): [Signature] Tenant (x): [Signature]

20. Landlord: [Signature] Date: Sept 16.01

Verified Correct Copy of Original 5/13/2016.

(m) Tenant shall not store combustibles, gasoline or other flammable liquids inside the unit, on the sidewalk, porches or patios except as permitted by the Fire Department and insurance regulations. Tenant shall use smoking materials with caution and properly dispose of ashes and materials. Bar-b-ques and similar equipment shall not be operated within 10 feet of the building or as restricted by rule.

(n) No animals, aquariums, water beds, pianos or organs are allowed without the written consent of the landlord. Food for animal(s) shall not be located outside the dwelling unit.

(o) The use of designated and off-street parking shall be limited to vehicles in drivable condition which are properly licensed and insured. No vehicle repair, including the changing of oil, shall be made without the written consent of the landlord. Unauthorized vehicles, vehicles not in drivable condition or vehicles parked in other than a designated space or parked in a location posted as "no parking" may be towed without notice at the vehicle owner's expense.

10. RIGHT OF ACCESS: (a) Tenant shall not unreasonably withhold consent to the landlord to enter the premises or the dwelling unit to inspect, make necessary or agreed repairs, decorations, alterations or improvements, or to show the unit to prospective tenants or purchasers.

(b) Landlord may enter without consent in an emergency and shall provide tenant with a post-entry notice of the entry and its purpose.

(c) Landlord may issue a 24-hour notice of entry for necessary inspections or repairs pursuant to ORS 90.322(f).

11. NOTICES: (a) Notices shall be either actual (verbal or fax) or written as provided by law.

(b) Tenant shall notify landlord of any anticipated absence from the premises in excess of seven (7) days, not later than the first day of absence.

(c) All notices from the landlord to the tenant may be served by personal delivery, first class mail, or first class mail and attachment to the main entrance of that portion of the premises to which the tenant has possession. All notices from the tenant to the landlord may be served by personal delivery, first class mail, or first class mail and attachment at the address/location indicated in the front side of this agreement, if indicated.

(d) The tenant shall notify the landlord in writing of any post office box or telephone number to be used by the tenant.

(e) The tenant agrees to provide the landlord a forwarding address at the time of termination.

12. TERMS AND CONDITIONS:

(a) Week-to-week tenancy:

1. The landlord reserves the right to raise the rent with a seven (7) day written notice.

2. Termination by either the landlord or tenant requires a written notice of not less than ten (10) days.

(b) Month-to-month tenancy:

1. The landlord reserves the right to raise the rent with a 30-day written notice.

2. Termination by either the landlord or tenant requires a written notice of not less than 30 days.

3. If the tenancy is for land and the tenant owns the structure, this agreement may be terminated by the landlord with a 180-day notice and by the tenant with a 30-day notice of termination.

(c) Fixed term tenancy:

1. The landlord reserves the right to raise the rent with a 30-day written notice.

2. Either the landlord or tenant shall give a minimum 30-day written notice of the intent not to renew the lease.

3. Failure by either party to give a notice of intent not to renew will allow the rental agreement to automatically convert to a month-to-month tenancy with all terms and conditions of this agreement continued unless otherwise agreed to in writing.

(d) In the event the landlord must bring an action to enforce any provisions of this agreement, the Landlord/Tenant Act or other statutes, the landlord shall be entitled to, in addition to costs, reasonable attorney's fees and/or prevailing party fees.

(e) At the time of the termination of tenancy, any goods, chattels, motor vehicles, or other property left on the premises shall be considered abandoned property and disposed of as provided by Oregon law.

13. SECURITY DEPOSIT: During tenancy or at the termination of tenancy, the security deposit, if any, shall be used to secure the performance of the rental agreement including but not limited to cleaning and damage above ordinary wear and tear, pet damage, nonpayment of rent, utilities, fees assessed or other charges during tenancy, and/or failure to give notice as required by this agreement or statute. The landlord shall provide a written accounting of the use of the security deposit within 31 days of termination of tenancy.

14. APPLICATION OF FEES: Upon termination of tenancy and delivery of possession, landlord shall first apply fees collected, if any, to the related landlord expense. Any outstanding balance due, if any, will be deducted from the security deposit.

15. TERMINATIONS RIGHTS AND RESPONSIBILITIES:

(a) If rent is more than four (4) days past due, the landlord may issue a 144-hour notice, terminate the rental agreement and take possession according to law.

(b) If rent is more than seven (7) past due, the landlord may issue a 72-hour notice, terminate the rental agreement and take possession according to law.

(c) If the tenant, someone in the tenant's control, or the tenant's pet threatens to inflict or actually inflicts personal injury upon the landlord or other tenants, inflicts injury upon any person on the premises with the consent of another tenant or the landlord, inflicts injury upon another located within the immediate vicinity of the property, intentionally inflicts substantial damage to the premises or commits any act which is outrageous in the extreme, including illegal activity, a 24-hour notice to terminate may be served upon the tenant.

(d) Upon any material noncompliance of this agreement, the landlord may issue a 30-day notice and if the breach is not remedied within 14 days, the rental agreement may be terminated and the landlord may take possession pursuant to Oregon law.

(e) Any omission, misstatement or falsification by the tenant on the application or the rental agreement, may be grounds for termination of tenancy at the option of the landlord.

(f) Nothing in this agreement shall limit the right of the tenant or landlord to terminate this agreement as provided by law.

(g) If at some future date a portion of this rental agreement should be ruled unenforceable by the courts, it shall only affect that portion of the rental agreement and all other provisions of the rental agreement shall remain in force.

(h) Any interference by a tenant or guest of a tenant with management of the property may be considered a material noncompliance and result in the termination of tenancy.

FRED BARNES and NORMA
BARNES,

Case No. 03P-1234

v.

ACCEPTANCE OF SERVICE

GREGORY L. WARNOCK
and SHELLY K. WARNOCK,


Defendants.

I, MONTY K. VANDERMAY, hereby accept service, on behalf of Defendants, Gregory L. Warnock and Shelly K. Warnock, of a true copy of the Summons and Complaint filed in the above-entitled matter on April 29, 2003.

DATED this 20 day of May, 2003.

Monty K. VanderMay, OSB #92148
The VanderMay Law Firm

Page 1 - ACCEPTANCE OF SERVICE

FILED
POLK COUNTY OREGON
03 JUN 30 PM 5:00
TRIAL COURT ADMINISTRATOR
ENTERED BY 

Verified Correct Copy of Original 5/13/2016.

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF POLK

FRED BARNES and NORMA
BARNES.

Plaintiffs,

v.

GREGORY L. WARNOCK
and SHELLEY K. WARNOCK.

Defendants.

Case No. 03P-1234

ANSWER AND COUNTERCLAIMS
(Breach of Contract and Fraud)

COME NOW DEFENDANTS, Gregory L. Warnock and Shelly K. Warnock
("Defendant" or "Defendants", whether collectively or individually), by and through their
counsel of record, Monty K. VanderMay and The VanderMay Law Firm, and answers Plaintiff's
Complaint as follows:

1.

Defendant admits Paragraphs 1 and 2.

2.

Defendant denies Paragraph 3, except as to the tenancy termination date of February 21,
2003.

///

DEFENDANT'S ANSWER AND COUNTERCLAIMS

The VanderMay Law Firm
698 12th St., S.E., Ste. 240
Salem, Oregon 97301
(503) 588-8053

3.

Defendant denies Paragraph 4 in its entirety.

4.

FIRST AFFIRMATIVE DEFENSE
(Claim Preclusion)

Plaintiff previously litigated his allegation of nonpayment of rent and late payment fees in Polk County Case No. 03P-1054 where a finding was made in favor of Defendant.

5.

SECOND AFFIRMATIVE DEFENSE
(Collateral Estoppel as to outside "Damage")

The contract relied upon by the parties initially assigned the responsibility for yard maintenance solely to the Defendant. In Polk County Circuit Court Case No. 03P-1054, a finding of fact was made that the parties modified this contract to assign the yard maintenance to Plaintiff where he routinely disregarded the efforts of Defendant, utilized their tools, left debris in common areas which were later accessed by third parties, and removed winter mulch and various shrubs.

6.

THIRD AFFIRMATIVE DEFENSE
(Claim Preclusion as to outside "Damage")

Plaintiff was aware of the condition of the yard and told Defendant that Defendant must pay rent otherwise Plaintiff would file a small claims action for non-payment of rent and damages upon moving out. See Defendant's Exhibit 1 attached hereto and incorporated in its entirety herein. Plaintiff failed to allege this claim in Polk County Circuit Court Case No. 03P-1054 despite his knowledge of the damages and reliance of the condition as a basis of his demand, and also, that he could have filed under the applicable claim of either repeat violation, outrageous conduct, or substantial damage in his FED.

///

Verified Correct Copy of Original 5/13/2016.

7.

FOURTH AFFIRMATIVE DEFENSE and ALTERNATIVE DEFENSE TO CLAIM
PRECLUSION (Paragraph 4 herein)
(Unjust Enrichment)

Defendant mailed a certified check payment for the rent on January 17, 2003. *See* Defendants Exhibit 2, attached hereto and incorporated by its entirety herein. Through no fault of Defendant, the envelope containing the rent check was returned to Plaintiff by the postal service and re-sent through the mail according to the parties arrangement for tendering rental payments. Plaintiff was informed of this necessity. Although problems with delivery delayed Plaintiff's receipt of the rent, the rent was tendered in the appropriate amount of time, and hence, performance of Defendant's obligation again would unduly enrich Plaintiff.

DEFENDANT FURTHER COMPLAINS and alleges as follows:

8.

At all relevant times, Defendant resided with his family in a house located at 3062 Timothy Dr. NW, Salem, Oregon 97304 ("house"), as tenant.

9.

At all relevant times, Plaintiff was the landlord or the landlord's agent of Defendants' home.

10.

Plaintiff and Defendant executed a rental agreement on September 16, 2001. "The agreement" provided that rent, in the amount of \$600, be payable on the first and fifteenth day of each month in the form of certified check which was to be sent to Plaintiff at his Post Office Box.

11.

The rental agreement further required Defendant to deposit a non-refundable cleaning fee of \$500, which was duly tendered to Plaintiff in accordance with Plaintiff's expectations.

///

12.

Defendant also provided a security deposit in the form of a note in the amount of \$5,000 to secure nonperformance of the rental agreement.

13.

The rental agreement provides that the landlord shall provide an accounting of the use of the security deposit within 31 days of termination of tenancy. *See* Plaintiffs Exhibit A, page 6 of 6, para. 13.

14.

Although Plaintiff now alleges damages that are numerous and should have been apparent, Plaintiff was previously satisfied with the care provided by Defendants. *See* Defendant's Exhibit 3, attached hereto and incorporated in its entirety herein.

15.

The rental agreement provides that the landlord may enter without consent in an emergency, and must provide tenant with post-entry notice of the entry and its purpose. The rental agreement also provides that the landlord may issue a 24-hour notice of entry for necessary inspections and repairs pursuant to ORS 90.322(f). The rental agreement did not otherwise give the landlord the right to enter.

16.

During May, 2002, Plaintiff called Defendant during the evening to ask if he could show the house at 11:00 AM the next day. Defendant gave permission. Plaintiff arrived at 10:00 AM and let himself, and his clients, into the house. Defendant's son walked out of the shower wearing only a towel and was seen by Plaintiff and his clients. Plaintiff degraded Defendant's son.

17.

In May, 2002, Plaintiff went to the house three consecutive Sundays, without providing

1 notice, expecting to enter to show the house. The first two occasions, Defendant let him enter,
2 despite the lack of notice.

3 18.

4 On the third Sunday described in Paragraph 17, after Defendant told Plaintiff that notice
5 was required before Plaintiff could enter to show the house, Plaintiff became angry and told
6 Defendant that Plaintiff was going to give a 30-day notice to move.

7 19.

8 In May, 2002, Plaintiff stood outside the bedroom where one of Defendant's sons was
9 getting dressed. Plaintiff waved and laughed at Defendant's son.

10 **FIRST COUNTERCLAIM**
11 **(Breach of Contract)**

12 20.

13 Defendant realleges and incorporates Paragraphs 1 through 19.

14 21.

15 Tenancy was terminated on February 21, 2003.

16 22.

17 The premise was left in a condition consistent with the expectations listed in the rental
18 agreement, namely, paragraph 9(f) on Plaintiff's Exhibit A, page 4 of 6, which states that the
19 tenant agrees to:

20 "keep all areas of the premises under their control in every
21 part clean, sanitary, and free from the accumulation of debris,
22 filth, rubbish, garbage, rodent and vermin... Patios, porches
and stairways are to be kept clean and orderly and are not to
be used for general storage."

23 23.

24 Defendants have performed all of their obligations under the agreement.

25 24.

26 To date, no detailed accounting of damages intended to be taken from the security deposit

1 has been tendered to Defendant, nor has the note been returned to Defendant.

2 25.

3 Under Oregon law, the agreement contains implied obligations of good faith and fair
4 dealing on the part of the parties thereto.

5 26.

6 Plaintiff has not fulfilled his obligations where he continued to interrupt the peaceful
7 enjoyment of the premises by Defendants and continues to infringe on his contractual obligations
8 as a whole, including dealing fairly with Defendants.

9 27.

10 Plaintiff has not fulfilled his obligations where he did not abide by the terms to provide a
11 detailed accounting of each item damaged which estimates the cost to repair and return the
12 security deposit.

13 28.

14 As a result of Plaintiff's actions above, Defendants have been damaged

15 **SECOND COUNTERCLAIM**
16 **(Fraud)**

17 29.

18 Plaintiff realleges paragraphs 1 through 19 and 21 through 28 .

19 30.

20 In terminating tenancy, Plaintiff represented that Defendant obligated under the
21 Agreement to pay for substantial damages which were not normal wear and tear and which
22 amounted to over \$5,000. This demand was conclusory and failed to identify the necessary
23 repairs with detail. Moreover, many items listed in Plaintiff's demand were included on the
24 inspection which was drafted during the move in process.

25 31.

26 Plaintiff used these representations to induce Defendant to pay the sum of money.

32.

The representations described in the preceding paragraphs were false.

33.

These representations were material in the sense that they affected Defendants's cash flow and the representation necessitated Defendant to engage legal representation and a contractor to survey the premises to determine the age of the damage

34.

In making these representations, Plaintiff intended for Defendant to rely upon them and Defendant did rely on them in the first instance.

35.

Because these representations related to the manner in which Plaintiff intended to act under the terms of the agreement between the parties, Defendant was entitled to rely upon these representations.

36.

At the time that these representations were made, Plaintiff knew of their falsity but Defendant did not.

37.

As a direct and proximate result of Plaintiff's false representations, Defendant was injured in an amount which cannot be ascertained with certainty until Plaintiff provides a detailed accounting with respect to the damages at issue.

WHEREFORE, in reliance of the parties' agreement and ORS 90.255, Defendants, Gregory L. Warnock and Shelly K. Warnock, pray for judgment against Plaintiffs, Fred Barnes and Norma Barnes as follows:

1) On their First Claim for Relief:

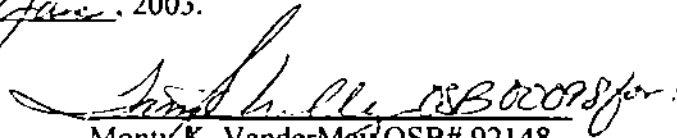
a) Judgment in an amount of twice value of the security deposit which was

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not returned;

- b) Defendant's costs and disbursements incurred herewith; and
- c) Other such relief that the Court deems just and equitable.

DATED this the 30th day of June, 2003.



Monty K. VanderMay OSB# 92148
The VanderMay Law Firm
of Attorneys for Defendant

-HOUR VACATED NOTICE
FOR NON-PAYMENT OF RENT

FILE

NAME: Gregory L. & Shelly K. Warnock
 ADDRESS: 3062 Timothy Dr. N.W.
 CITY: Salem STATE: OREGON ZIP: 97304
 DATE: 1-22-03 TIME POSTED & MAILED: 7:00 PM OR TIME SERVED AT RESIDENT: _____
 This is to inform you that your rent is now seven (7) days past due. This is our seventy-two (72) hour written notice to pay your rent by 1-25-03 at 7:00 PM or your rental agreement will be terminated as provided by ORS 91.810(2):

If rent is unpaid when due and the tenant fails to pay within 7 days thereafter, the landlord, after 72 hours written notice of nonpayment and his intention to terminate the rental agreement if the rent is not paid within that period, may immediately terminate the rental agreement and take possession in the manner provided in ORS 105.105 to 105.160.

RENT MUST BE PAID WITHIN 72 HOURS AT THE PLACE WHERE THE TENANT NORMALLY MAKES ALL RENTAL PAYMENTS.

RENT DUE

\$ 600.00

PLUS

LATE CHARGE

\$ 25.00 per day

Fees for service of Notice \$100.00

1-22-03 TOTAL \$725.00

Cheryl Barnes

OWNER/AGENT

Norma Barnes

WITNESS OF SERVICE

ON 1-26-03 I will file a forcible entry AND UNLAWFUL Complaint with Polk County Circuit Court, FEE for filing eviction FED in addition to COURT filling fees AND attorney fees is \$250.00 + CHARGE \$50 per hour for all repairs & maintenance of tenant - CAUSED damages of the house + all the damage to the lawn, shrubbery and grounds during your tenancy. ANY questions, please review your Rental AGREEMENT.

Cheryl Barnes
Norma Barnes

JAN 23 2003

DEFENDANT'S
EXHIBIT

1

FILE

PURPOSE/REMITTER: GREGORY WARNOCK



No. 518380643

93.541
820

DATE: JANUARY 17, 2003

SIX HUNDRED DOLLARS AND 00 CENTS

PAY

TO THE
ORDER OF: FRED BARNES



Drawer: USBank
420

NON NEGOTIABLE

Location: 13101
Issued By Traveler's Express Company, Inc
Drawer Preferred Bank Los Angeles, CA

AUTHORIZED SIGNATURE

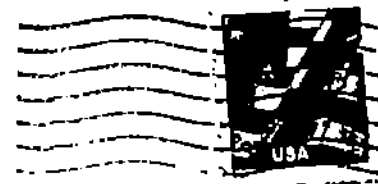
DEFENDANT'S
EXHIBIT

2

page 1 of 2

FILE

Warnock
3062 Timothy Dr. NW
Salem, OR 97304



ⁿ
Fred Barnes

WARN062 973040009 1103 03 01/29/03
NOTIFY SENDER OF NEW ADDRESS
WARNOCK
PO BOX 8043
SALEM OR 97303-0229

97304+06897304

DEFENDANT'S
EXHIBIT

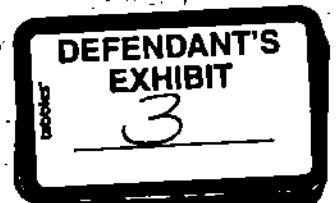
2
page 282

FILE

Thank you for having
the house so nice
and showable.

I wish you could
purchase it but if not
I appreciate your
caring for it.

Irma & Werner

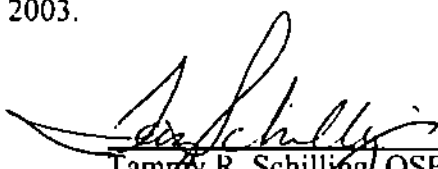


CERTIFICATE OF SERVICE - MAILING

I do hereby certify that I have served the foregoing ANSWER AND COUNTERCLAIMS upon the following person(s) on the 30th day of June, 2003, through regular mail with postage prepaid, a true and correct copy, in a sealed envelope, and depositing the same in the United States Mail, at Salem, Oregon to:

Norman Hill
Webb, Martinis & Hill
1114 12th Street SE
Salem, Oregon 97302


DATED this the 30th day of June, 2003.



Tammy R. Schilling, OSB# 00098
The VanderMay Law Firm
of Attorneys for Defendants

CERTIFICATE OF SERVICE - MAILING

The VanderMay Law Firm
698 12th Street SE, Ste 240
Salem, Oregon 97301
(503)588-8053

FILED
POLK COUNTY OREGON
03 JUL 18 PM 4:21
TRIAL COURT ADMINISTRATOR
ENTERED BY 

Verified Correct Copy of Original 5/13/2016.

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF POLK

FRED BARNES and NORMA BARNES,	)	Case No. 03P-1234
)	
Plaintiffs,)	
)	
v.	)	Defendant's FIRST AMENDED ANSWER AND COUNTERCLAIMS (Breach of Contract, Breach of Implied Covenant of Good Faith and Fair Dealing, Conversion, and Intentional Infliction of Emotional Distress)
GREGORY L. WARNOCK and SHELLY K. WARNOCK,)	
)	
Defendants.)	

COME NOW DEFENDANTS, Gregory L. Warnock and Shelly K. Warnock
("Defendant" or "Defendants", whether collectively or individually), by and through their
counsel of record, Monty K. VanderMay and The VanderMay Law Firm, and answers Plaintiff's
Complaint as follows:

- 1.
- Defendant admits Paragraphs 1 and 2.
- 2.
- Defendant denies Paragraph 3, except as to the tenancy termination date of February 21,
2003.

DEFENDANT'S FIRST AMENDED ANSWER
AND COUNTERCLAIMS

The VanderMay Law Firm
698 12th St., S.E., Ste. 240
Salem, Oregon 97301
(503) 588-8053

3.

Defendant denies Paragraph 4 in its entirety.

4.

FIRST AFFIRMATIVE DEFENSE
(Issue Preclusion)

Plaintiff previously litigated his allegation of nonpayment of rent and late payment fees in Polk County Case No. 03P-1054, a Forcible Entry and Detainer action ("FED Action"), where a finding and award was made in favor of Defendant. Therein, Plaintiff proceeded under a claim of eviction for non-payment of rent when the rental check was delivered late and at the fault of the post office, not Defendant. Plaintiff returned the check to Defendant instead of cashing the properly tendered check. Plaintiff's lack of success in that FED action was apparent under the ruling which sanctioned Plaintiff for his improper acts, ordering that Plaintiff pay Defendant an amount of one month's rent and failed to require Defendant to tender the rental payment for a second time. Under statute, Defendant was entitled to damages up to the value of two months' rent. The Opinion letter is silent as to whether the rental amount was included in the award but failed to find in favor of Plaintiff as to the FED Action and late fees.

5.

SECOND AFFIRMATIVE DEFENSE
(Issue Preclusion as to outside "Damage")

The Rental Agreement assigned the responsibility for yard maintenance solely to Defendant. In the FED Action, the court found that the parties had modified this contract to assign the yard maintenance to Plaintiff based largely upon his own acts, to wit: he routinely disregarded the efforts of Defendant, utilized Defendant's tools, left debris in common areas which were later accessed by third parties, and removed winter mulch and various landscaping plants. Any damage is a result of Plaintiff's own acts.

///

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6.

THIRD AFFIRMATIVE DEFENSE
(Issue Preclusion as to outside "Damage")

Plaintiff was aware of the condition of the outside premises and told Defendant that Defendant must pay rent otherwise Plaintiff would file a small claims action for non-payment of rent and damages upon moving out. *See* Defendant's Exhibit 1 attached hereto and incorporated in its entirety herein. Plaintiff failed to allege this claim in the FED Action despite first, his knowledge of the damages and reliance of the condition as a basis of his demand, and second, that he could have filed under the applicable claim of either repeat violation, outrageous conduct, or substantial damage in his FED.

7.

FOURTH AFFIRMATIVE DEFENSE
(Unjust Enrichment)

Defendant mailed a certified check payment for the rent on January 17, 2003. *See* Defendant's Ex. 2, attached hereto and incorporated by its entirety herein. Through no fault of Defendant, the envelope containing the rent check was returned to Defendant by the United States Postal Service and then re-sent by Defendant to Plaintiff through the mail according to the parties' arrangement for tendering rental payments. Plaintiff was informed of this necessity and still initiated the FED Action citing his basis as non-payment of rent. Plaintiff received the rental payment and refused to cash the check, returning it to Defendant and choosing instead to pursue the FED Action. Although problems with delivery delayed Plaintiff's receipt of the rent, the rent was tendered in the appropriate course and in compliance with Defendant's contractual obligations. The FED Action accounted for the parties' disagreement over rental payments and in marshaling the facts to the requested relief in the FED Action, the Court assigned a value to Defendant's damages in the amount of one month's rent and did not require Defendant to pay any additional rent. The court also denied Plaintiff's request for relief. Defendant was entitled

1 to two months' rent as a maximum of damages and essentially received that amount where
2 the court did not order Defendant to tender the rental payment again. Therefore, Defendant
3 already paid the rental amount by virtue of Plaintiff's harassing actions found in the FED Action.

4 Performance of Defendant's obligation again would unduly enrich Plaintiff.

5 DEFENDANT FURTHER COMPLAINS and alleges as follows:

6 8.

7 At all relevant times, Defendant resided with his family in a house located at 3062
8 Timothy Drive NW, Salem, Oregon 97304 ("house"), as tenant.

9 9.

10 At all relevant times, Plaintiff was the landlord or the landlord's agent of Defendant's
11 home.

12 10.

13 Plaintiff and Defendant executed a rental agreement on September 16, 2001. "The
14 Agreement" provided that rent, in the amount of \$600, was payable on the first and fifteenth day
15 of each month in the form of certified check which was to be sent to Plaintiff at his Post Office
16 Box.

17 11.

18 The Agreement further required Defendant to deposit a non-refundable cleaning fee of
19 \$500, which was duly tendered to Plaintiff in accordance with Plaintiff's expectations.

20 12.

21 Defendant was also required to provide a security deposit in the form of a note in the
22 amount of \$5,000 to secure nonperformance of the Agreement. Defendant supplied said note to
23 Plaintiff in accordance with the Agreement.

24 13.

25 The Agreement provided that Plaintiff shall provide an accounting of the use of the
26

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1 security deposit within 31 days of termination of tenancy. See Plaintiff's Exhibit A, page 6 of 6.
2 para. 13.

3 14.

4 Although Plaintiff now alleges numerous damages that are of a nature which requires
5 protracted neglect in some cases, Plaintiff was previously satisfied with the care provided by
6 Defendants. See Defendant's Ex. 3, attached hereto and incorporated in its entirety herein.

7 15.

8 The Agreement also provided that Plaintiff could enter without consent in an emergency,
9 and must provide tenant with post-entry notice of the entry and its purpose. The Agreement also
10 provides that Plaintiff may issue a 24-hour notice of entry for necessary inspections and repairs
11 pursuant to ORS 90.322(f). The Agreement did not otherwise give Plaintiff the right to enter.

12 16.

13 During May, 2002, Plaintiff called Defendant during the evening to ask if he could show
14 the house at 11:00 AM the next day. Defendant gave permission. Plaintiff arrived instead at
15 10:00 AM and let himself and his clients into the house. Defendant's son emerged from the
16 shower wearing only a towel and was observed by Plaintiff and Plaintiff's clients. Plaintiff then
17 degraded Defendant's son.

18 17.

19 In May, 2002, Plaintiff went to the house three consecutive Sundays, without providing
20 notice, expecting to enter to show the house. The first two occasions, Defendant let him
21 enter, despite the lack of notice. On the third Sunday, Defendant reminded Plaintiff that notice
22 was required before Plaintiff could enter to show the house. Plaintiff became angry and told
23 Defendant that Plaintiff was going to give a 30-day notice to move.

24 18.

25 In May, 2002, Plaintiff stood outside the bedroom where one of Defendant's sons was
26

1 getting dressed. Plaintiff waved and laughed at Defendant's son.

2 19.

3 FIRST COUNTERCLAIM
4 (Breach of Contract)

5 20.

6 Defendant realleges and incorporates Paragraphs 1 through 19.

7 21.

8 The premise was left in a condition consistent with the expectations listed in the
9 Agreement, namely, paragraph 9(f) on Plaintiff's Exhibit A, page 4 of 6, which states that
10 Defendant agrees to:

11 "keep all areas of the premises under their control in every
12 part clean, sanitary, and free from the accumulation of debris,
13 filth, rubbish, garbage, rodent and vermin... Patios, porches
and stairways are to be kept clean and orderly and are not to
be used for general storage."

14 22.

15 Defendants have performed all of their obligations under the agreement.

16 23.

17 To date, no detailed accounting of damages intended to be taken from the security
18 deposit has been tendered to Defendant, nor has the note been returned to Defendant. Plaintiff
19 did provide a list of items which in his mind needed some repair but failed to detail the amount
20 necessary to make repair of each item.

21 24.

22 Plaintiff has not fulfilled his obligations where he continued to interrupt the peaceful
23 enjoyment of the premises by Defendants and continues to infringe on his contractual obligations
24 as a whole, including dealing fairly with Defendants.

25 25.

26 Plaintiff has not fulfilled his obligations where he did not abide by the terms to provide a

Verified Correct Copy of Original 5/13/2016.

1 detailed accounting of each item damaged which estimates the cost to repair and Plaintiff has
2 not returned the security deposit.

3 26.

4 As a result of Plaintiff's actions above, Defendants have been damaged.

5 SECOND COUNTERCLAIM
6 (Breach of Implied Covenant of Good Faith and Fair Dealing)

7 27.

8 Defendant realleges and incorporates Paragraphs 1 through 19 and 21 through 26.

9 28.

10 Under Oregon law, the agreement contains implied obligations of good faith and
11 fair dealing on the part of the parties thereto. The parties' relationship in this case exceeded
12 a landlord-tenant relationship *per se* where Plaintiff encouraged Defendant to purchase the
13 property.

14 29.

15 Plaintiff's act of refusing to accept the rental payment where Defendant was not at fault
16 was a factor beyond Defendant's control. Plaintiff's additional acts of continually performing
17 the yard work despite that it was not his obligation and subsequently threatening a cause of
18 action despite that it was his opinion that he performed the work fails to deal fairly with
19 Defendant. Finally, Plaintiff's failure to provide notice of entry and verbal threats to evict in
20 order to garner entry when reminded by Defendant that Plaintiff had such notice obligation is a
21 tactic contrary to Plaintiff's obligation to act fairly and reasonably in performance of contractual
22 allegations.

23 30.

24 Plaintiff's actions were conducted in a manner calculated to cause the Defendant to move
25 despite their relationship, and discussions of Plaintiff selling Defendant the property and home.
26

31.

As a result of Plaintiff's actions above, Defendants have been damaged.

**THIRD COUNTERCLAIM
(Conversion)**

32.

Plaintiff realleges paragraphs 1 through 19, 21 through 26 and 28 through 31.

33.

In terminating tenancy, Plaintiff represented that Defendant was obligated under the Agreement to pay for substantial damages which were not normal wear and tear and which exceeded the \$5,000.00 note. This conclusory demand failed to identify the specific repairs in conjunction with particular amounts for each item alleged to have been damaged. Moreover, many items subject to Plaintiff's demand were previously damaged and included on the initial inspection completed during the move in process.

34.

Defendants vacated the premise, leaving the same in substantially similar condition and, with respect to certain items and areas, even better condition than when Defendants commenced their tenancy.

35.

Given that Defendants complied with their obligations, Plaintiff was obligated to return the note within thirty-one (31) days of termination of tenancy and under the circumstances was not entitled to the note or enforcement thereof. Plaintiff has failed to return the note and remains in possession while he attempts to collect on said note without appropriate basis.

36.

Defendants have acted in good faith to terminate tenancy according to the parties' mutual expectation and because of Plaintiff's actions, Defendants have not been able to exercise their right of possession of the note.

37.

As a result of Plaintiff's wrongdoing, Defendants have been damaged in an amount of \$5,000.00.

FOURTH COUNTERCLAIM
(Intentional Infliction of Emotional Distress)

38.

Plaintiff realleges paragraphs 1 through 19, 21 through 26, 28 through 31 and 33 through 37.

39.

The parties had a relationship as landlord and tenant which conferred *inter alia* a possessory right upon Defendant as a tenant and Plaintiff's obligation to respect the privacy of Defendants.

40.

Plaintiff's acts cited herein, including but not limited to untimely visits, self help tactics, and demoralizing comments to Defendant's children as well as conducting himself belligerently in the presence of Plaintiff on the property, exceeded the bounds of socially tolerable conduct for the parties' relationship.

41.

Plaintiff was motivated to conduct himself in the above-mentioned manner due to personal dislike and in retaliation to Defendants exercising their possessory rights as a means of forcing Defendants to move.

42.

Plaintiff through his actions alleged herein inflicted severe emotional distress upon Defendants and their children.

WHEREFORE, in reliance of the parties' agreement and ORS 90.255, Defendants, Gregory L. Warnock and Shelly K. Warnock, pray for judgment against Plaintiffs, Fred Barnes

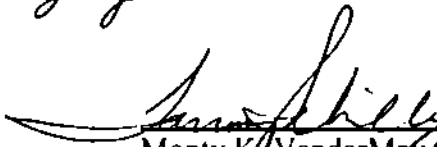
Verified Correct Copy of Original 5/13/2016.

1 and Norma Barnes as follows:

2 1) On Plaintiff's First Claim for Relief:

- 3 a) Judgment in an amount of twice value of the security deposit which was
4 not returned;
- 5 b) Punitive damages appropriate for tortious conduct to ensure Defendant
6 ceases this type of activity.
- 7 c) Defendant's costs and disbursements incurred herewith; and
- 8 d) Other such relief that the Court deems just and equitable.

9 DATED this the 18th day of July, 2003.

10
11  OSB 00098 for:
12 Monty K. VanderMay OSB# 92148
13 The VanderMay Law Firm
14 of Attorneys for Defendant
15
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FILE

NAME: Gregory L. & Shelly K. WARMACK

ADDRESS: 3062 Timothy Dr. N.W.

CITY: Salem

STATE: OREGON

ZIP: 97304

DATE: 1-22-03 TIME POSTED & MAILED: 7:00 PM OR TIME SERVED AT RESIDENT:

This is to inform you that your rent is now seven (7) days past due. This is your seventy-two (72) hour written notice to pay your rent by 1-25-03 at 7:00 PM or your rental agreement will be terminated as provided by ORS 91.820(2):

If rent is unpaid when due and the tenant fails to pay within 7 days thereafter, the landlord, after 72 hours written notice of nonpayment and his intention to terminate the rental agreement if the rent is not paid within that period, may immediately terminate the rental agreement and take possession in the manner provided in ORS 105.105 to 105.160.

RENT MUST BE PAID WITHIN 72 HOURS AT THE PLACE WHERE THE TENANT NORMALLY MAKES ALL RENTAL PAYMENTS.

RENT DUE \$ 600.00

PLUS

LATE CHARGE \$ 25.00 per day

Fees for service of notice \$ 100.00

1-22-03 TOTAL \$ 725.00

Ernel Barnes

OWNER/AGENT

Norma Barnes

WITNESS OF SERVICE

ON 1-26-03 I will file a forcible entry and unlawful complaint with polk County Circuit Court, FEE for filing eviction FED in addition to court filing fees and attorney fees is \$250.00 + CHARGE \$50 per hour for all repairs & maintenance of tenant - CAUSED damages of the house & all the damage to the lawn, shrubbery and grounds during your tenancy. ANY questions, please review your Rental Agreement.

Ernel Barnes
Norma Barnes

JAN 23 2003

DEFENDANT'S
EXHIBIT

tabbies

1

Verified Correct Copy of Original 5/13/2016

FILE

PURPOSE/REMITTER: GREGORY WARNOCK



No. 518380643

83-441
920

DATE: JANUARY 17, 2003

SIX HUNDRED DOLLARS AND 00 CENTS

PAY

\$600.00

TO THE
ORDER OF: FRED BARNES

Drawer: USBank
420

Location: 13101
Issued By Traveler's Express Company, Inc
Drawer Preferred Bank Los Angeles, CA

NON NEGOTIABLE

AUTHORIZED SIGNATURE

DEFENDANT'S
EXHIBIT

Page 1 of 2

FILE

Warnock
3062 Timothy Dr. NW
Salem, OR 97304



ⁿ
Fred Barnes

WARN062 973040009 1103 03 01/29/03
NOTIFY SENDER OF NEW ADDRESS
WARNOCK
PO BOX 8043
SALEM OR 97303-0022

973040697304

FILE

Thank you for having
the house so nice
and showable.

I wish you could
purchase it but if not
I appreciate your
caring for it.

Ornel & Norma

DEFENDANT'S
EXHIBIT


3

CERTIFICATE OF SERVICE - MAILING

I do hereby certify that I have served a copy of the foregoing DEFENDANT'S FIRST AMENDED ANSWER AND COUNTERCLAIMS upon the following persons or agencies on the 18th day of July, 2003, through regular mail with postage prepaid, a true and correct copy, in a sealed envelope, and depositing the same in the United States Mail, at Salem, Oregon to:

Norman Hill
Attorney at Law
Webb, Martinis & Hill
1114 12th St. SE
Salem, Oregon 97302

DATED this the 18th day of July, 2003.


Tammy R. Schilling, OSB # 00098
The VanderMay Law Firm
of Attorneys for Defendants

FILED
POLK COUNTY OREGON

03 JUL 28 AM 10:56

TRIAL COURT ADMINISTRATOR
ENTERED BY [Signature]

IN THE CIRCUIT COURT FOR THE STATE OF OREGON
FOR THE TWELFTH JUDICIAL DISTRICT
COUNTY OF POLK
ARBITRATION DEPARTMENT

POLK COUNTY COURTHOUSE, DALLAS, OREGON 97338
TEL: (503)623-3154
FAX: (503)623-6614

FRED BARNES and NORMA BARNES,
Plaintiff(s)/Petitioner(s),

vs.

GREGORY L. WARNOCK, and SHELLY K. WARNOCK)
Defendant(s)/Respondent(s).

ARBITRATOR SELECTION
RESPONSE

CASE NUMBER: 03P-1234

IT APPEARING TO THE COURT that the above-entitled case is appropriate for Arbitration in accordance with
ORS 36.400 to 36.425 and UTCR Chapter 13.

The parties in this case make the following Arbitrator selection:

- ☒ Parties stipulate to the following Arbitrator:
☐ Plaintiff chooses the following Arbitrator:
☐ Defendant chooses the following Arbitrator:

Name of Arbitrator W. Wallace Ogdahl
OSB # ~~74328~~ 74238
Address: P.O. Box 2248 / 515 High Street SE
Salem, OR 97308
Telephone: (503) 399-9511

CERTIFICATION: I hereby certify that the above information is accurate and that I have sent copies as
required to all parties/attorneys of record.

July 25, 2003

DATE

[Signature]
Signature of Defendant/Attorney for Defendant

Tammy R. Schilling, OSB #00098

Print Defendant/Attorney for Defendant Name

FILED
POLK COUNTY OREGON
03 AUG -6 AM 11:41
TRIAL COURT ADMINISTRATOR
ENTERED BY *[Signature]*

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE TWELFTH JUDICIAL DISTRICT
COUNTY OF POLK
ARBITRATION DEPARTMENT

POLK COUNTY COURTHOUSE
DALLAS, OREGON 97338
(503)623-3154

FRED BARNES and NORMA BARNES,
Plaintiff/Petitioner,

vs.

GREGORY L. WARNOCK and SHELLEY,
WARNOCK,
Defendant/Respondent.

NOTICE OF ARBITRATION
HEARING DATE

Case Number: 03P-1234

The hearing in the above-named case has been scheduled for:

DATE: 9/25/03 TIME AND PLACE: 9:30 a.m.
Office of W. Wallace Ogdahl

515 High St. SE, Salem, OR 97301

This hearing date ☐ is ☒ is not within the required 49 days of the selection of an arbitrator.

The hearing was unable to be set within the 49 days because:

Due to scheduling of the attorneys for the parties and arbitrator. This date
was the earliest date for all parties.

8/5/03
Date

[Signature]
Arbitrator

CERTIFICATE OF SERVICE

I certify that I served the foregoing document(s) on:

Norman Hill
Attorney at Law
1114 12th St. SE
Salem, OR 97302

Monty VanderMay
Attorney at Law
698 12th St. SE, Ste. 240
Salem, OR 97301

by mailing a copy thereof in a sealed, first class postage prepaid envelope, addressed to each attorney as listed above and depositing the same in the U.S. Mail at Salem, Oregon, on the date set forth below.


DATED this 24 day of August, 2003.



W. WALLACE OGDahl, DSB #74238
Arbitrator

FILED
POLK COUNTY OREGON

03 AUG 14 PH 1:32

TRIAL COURT ADMINISTRATOR
ENTERED BY 

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE TWELFTH JUDICIAL DISTRICT
COUNTY OF POLK
ARBITRATION DEPARTMENT

POLK COUNTY COURTHOUSE
DALLAS, OREGON 97338
TEL: (503)623-3154
FAX: (503)623-6614

FRED BARNES and NORMA BARNES,
Plaintiff/Petitioner,

vs.

GREGORY L. WARNOCK and SHELLY WARNOCK,
Defendant/Respondent.

**ORDER FOR WAIVER
OF 49-DAY RULE**

Case Number: 03P-1234

The Arbitration Hearing in the above-named case has been set by the arbitrator for

9-25-03

This Arbitration Hearing date is not within the required 49 days of the selection of an arbitrator.

BASED UPON THE NOTICE OF ARBITRATION HEARING DATE submitted to the Court, it is
hereby Ordered that the Request for Waiver of 49 Day Rule is:

☒ Approved

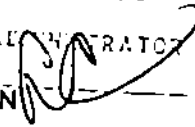
☐ Denied

Dated at Dallas, Oregon, this 14th day of August, 2003.


Circuit Court Judge

FILED
POLK COUNTY OREGON

03 NOV 13 PM 1:39

TRIAL COURT ADMINISTRATOR
ENTERED BY: 

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE TWELFTH JUDICIAL DISTRICT
COUNTY OF POLK
ARBITRATION DEPARTMENT

POLK COUNTY COURTHOUSE
DALLAS, OREGON 97338
(503)623-3154

FRED BARNES and NORMA BARNES,
Plaintiff/Petitioner,

vs.

GREGORY L. WARNOCK and SHELLY K. WARNOCK,
Defendant/Respondent.

ARBITRATION AWARD AND MONEY JUDGMENT

Case Number: 03P-1234

IT APPEARING TO THE COURT that ☒ arbitration hearing was conducted on 9/25/03 and 10/22/03
and/or ☐ award was filed on _____ and the following award is made:

JUDGMENT OF DISMISSAL

This case is hereby dismissed based on: *(Check only if dismissing case)*

- ☐ agreement of the parties.
☐ decision of the arbitrator.

ARBITRATION AWARD/MONEY JUDGMENT

- ☒ Judgment/award for plaintiff and against defendant.
☐ Judgment/award for defendant and against plaintiff.
☐ The prevailing party is also awarded ☐ costs; ☐ reasonable attorneys fees; and ☐ prevailing party fee.

Information Required by ORCP 70:

1. Judgment Creditor: Name: Fred and Norma Barnes
Street Address: _____
City, State, Zip Code: _____
2. Attorney for Judgment Creditor: Name: Norman Hill
Street Address: 1114 12th St. SE
City, State, Zip Code: Salem, OR 97302
3. Judgment Debtor: Name: Gregory and Shelly Warnock
Street Address: _____
City, State, Zip Code: _____

4. Attorney for Judgment Debtor: Name: Tammy Schilling
 Street Address: 698 12th St. SE, Ste. 240
 City, State, Zip Code: Salem, OR 97301
 5. Principal Amount of Judgment: \$1515.00
 6. Pre-Judgment Interest: _____
 7. Costs: -0-
 8. Attorney Fees: -0-

☐ Plaintiff ☐ Defendant received a fee deferral of the arbitrator's fee. The State of Oregon is hereby awarded deferred arbitrator fees.

1. Judgment Creditor: _____
 2. Judgment Debtor: _____
 3. Amount of Judgment: _____

Was any part of this award based upon the failure of any party to participate? No. If "yes", please identify: _____

Dated this 11 day of November, ~~2000~~ 2003

W. Wallace Ogdahl
 Signature of Arbitrator

Arbitrator's Name: W. Wallace Ogdahl
 Arbitrator's Address: P O Box 2248
Salem, OR 97308

Return this form to Polk County Courts, attention: ARBITRATION COORDINATOR

Neither party to this case has filed a written notice of appeal and request for a trial de novo within the period allowed for that purpose. Judgment is hereby entered in accordance with the above Award.

DATED: _____

 Circuit Court Court Judge

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Verified Correct Copy of Original 5/13/2016.

CERTIFICATE OF SERVICE

I certify that I served the foregoing document(s) on:

Norman Hill
Attorney at Law
1114 12th St. SE
Salem, OR 97302

Tammy Schilling
Attorney at Law
698 12th St. SE, Ste. 240
Salem, OR 97301

by mailing a copy thereof in a sealed, first class postage prepaid envelope, addressed to each attorney as listed above and depositing the same in the U.S. Mail at Salem, Oregon, on the date set forth below.

DATED this 11th day of November, 2003.



W. WALLACE OGDahl, OSB #74238
Arbitrator

FILED
POLK COUNTY OREGON
03 DEC 16 AM 11:46
TRIAL COURT ADMINISTRATOR
Entered By [Signature]

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE TWELFTH JUDICIAL DISTRICT
COUNTY OF POLK
ARBITRATION DEPARTMENT

POLK COUNTY COURTHOUSE
DALLAS, OREGON 97338
(503)623-3154

FRED BARNES and NORMA BARNES,
Plaintiff/Petitioner,

vs.

GREGORY L. WARNOCK and SHELLY K. WARNOCK,
Defendant/Respondent.

AMENDED
ARBITRATION AWARD AND MONEY JUDGMENT

Case Number: 03P-1234

IT APPEARING TO THE COURT that ☒ arbitration hearing was conducted on 9/25/03 and 10/22/03
and/or ☐ award was filed on _____ and the following award is made:

JUDGMENT OF DISMISSAL

This case is hereby dismissed based on: (Check only if dismissing case)

- ☐ agreement of the parties.
☐ decision of the arbitrator.

ARBITRATION AWARD/MONEY JUDGMENT

☒ Judgment/award for plaintiff and against defendant.

☐ Judgment/award for defendant and against plaintiff.

☒ The prevailing party is also awarded ☒ costs; ☒ reasonable attorneys fees; and ☒ prevailing party fee. Supplemental Award to follow

Information Required by ORCP 70:

1. Judgment Creditor: Name: Fred and Norma Barnes
Street Address: _____
City, State, Zip Code: _____
2. Attorney for Judgment Creditor: Name: Norman Hill
Street Address: 1114 12th St. SE
City, State, Zip Code: Salem, OR 97302
3. Judgment Debtor: Name: Gregory and Shelly Warnock
Street Address: _____
City, State, Zip Code: _____

4. Attorney for Judgment Debtor: Name: Tammy Schilling
 Street Address: 698 12th St. SE, Ste. 240
 City, State, Zip Code: Salem, OR 97301
 5. Principal Amount of Judgment: \$1828.00
 6. Pre-Judgment Interest: _____
 7. Costs: _____
 8. Attorney Fees: _____

☐ Plaintiff ☐ Defendant received a fee deferral of the arbitrator's fee. The State of Oregon is hereby awarded deferred arbitrator fees.

1. Judgment Creditor: _____
 2. Judgment Debtor: _____
 3. Amount of Judgment: _____

Was any part of this award based upon the failure of any party to participate? No. If "yes", please identify: _____

Dated this 26th day of November, 2003

[Signature]
 Signature of Arbitrator

Arbitrator's Name: W. Wallace Ogdahl
 Arbitrator's Address: P O Box 2248
Salem, OR 97308

Return this form to Polk County Courts, attention: ARBITRATION COORDINATOR

Neither party to this case has filed a written notice of appeal and request for a trial de novo within the period allowed for that purpose. Judgment is hereby entered in accordance with the above Award.

DATED: _____

 Circuit Court Judge

CERTIFICATE OF SERVICE

I certify that I served the foregoing document(s) on:

Norman Hill
Attorney at Law
1114 12th St. SE
Salem, OR 97302

Monty VanderMay
Attorney at Law
698 12th St. SE, Ste. 240
Salem, OR 97301

by mailing a copy thereof in a sealed, first class postage prepaid envelope, addressed to each attorney as listed above and depositing the same in the U.S. Mail at Salem, Oregon, on the date set forth below.

DATED this 26th day of November, 2003.



W. WALLACE OGDahl, OSB #74238
Arbitrator

03 DEC 16 AM 11:46

RECEIVED

[Handwritten signature]

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE TWELFTH JUDICIAL DISTRICT
COUNTY OF POLK
ARBITRATION DEPARTMENT

POLK COUNTY COURTHOUSE
DALLAS, OREGON 97338
(503)823-3154

FRED BARNES and NORMA BARNES,
Plaintiff/Petitioner,

vs.

GREGORY L. WARNOCK and SHELLY K. WARNOCK,
Defendant/Respondent.

SUPPLEMENTAL
ARBITRATION AWARD AND MONEY JUDGMENT

Case Number: 03P-1234

IT APPEARING TO THE COURT that ☒ arbitration hearing was conducted on 9/25/03 and 10/22/03
and/or ☐ award was filed on _____ and the following award is made:

JUDGMENT OF DISMISSAL

This case is hereby dismissed based on: *(Check only if dismissing case)*

- ☐ agreement of the parties.
☐ decision of the arbitrator.

ARBITRATION AWARD/MONEY JUDGMENT

- ☒ Judgment/award for plaintiff and against defendant.
☐ Judgment/award for defendant and against plaintiff.
☒ The prevailing party is also awarded ☒ costs; ☒ reasonable attorneys fees; and ☒ prevailing party fee.

Information Required by ORCP 70:

1. Judgment Creditor: Name: Fred and Norma Barnes
Street Address: _____
City, State, Zip Code: _____
2. Attorney for Judgment Creditor: Name: Norman Hill
Street Address: 1114 12th St. SE
City, State, Zip Code: Salem, OR 97302
3. Judgment Debtor: Name: Gregory and Shelly Warnock
Street Address: _____
City, State, Zip Code: _____

1. Judgment Creditor: _____
2. Judgment Debtor: _____
3. Amount of Judgment: _____

Dated this 15th day of December, ~~2000~~ 2003

Arbitrator's Name: W. Wallace Ogdahl
Arbitrator's Address: P O Box 2248
Salem, OR 97308

DATED: _____

Circuit Court Court Judge

CERTIFICATE OF SERVICE

I certify that I served the foregoing document(s) on:

Norman Hill
Attorney at Law
1114 12th St. SE
Salem, OR 97302

Monty VanderMay
Attorney at Law
698 12th St. SE, Ste. 240
Salem, OR 97301

by mailing a copy thereof in a sealed, first class postage prepaid envelope, addressed to each attorney as listed above and depositing the same in the U.S. Mail at Salem, Oregon, on the date set forth below.

DATED this 15th day of December, 2003.



W. WALLACE OGDahl, OSB #74238
Arbitrator

FILED
POLK COUNTY OREGON
04 JAN 27 PM 1:00
TRIAL COURT ADMINISTRATOR
ENTERED BY

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE TWELFTH JUDICIAL DISTRICT
COUNTY OF POLK
ARBITRATION DEPARTMENT

POLK COUNTY COURTHOUSE
DALLAS, OREGON 97338
(503)623-3154

FRED BARNES and NORMA BARNES,
Plaintiff/Petitioner,

vs.

GREGORY L. WARNOCK and SHELLY K. WARNOCK,
Defendant/Respondent.

General
ARBITRATION AWARD AND MONEY JUDGMENT
AND

Case Number: 03P-1234

IT APPEARING TO THE COURT that ☒ arbitration hearing was conducted on 9-25-03 and 10-22-03
and an ☒ Award was filed on 11-13-03, Amended Award and Supplemental Award was filed on 12-16-03 and the
following award is made:

JUDGMENT OF DISMISSAL

This case is hereby dismissed based on: (Check only if dismissing case)

- ☐ agreement of the parties.
☐ decision of the arbitrator.

ARBITRATION AWARD/MONEY JUDGMENT Award

- ☒ Judgment/award for plaintiff and against defendant.
☐ Judgment/award for defendant and against plaintiff.
☒ The prevailing party is also awarded ☒ costs; ☒ reasonable attorneys fees; and ☒ prevailing party

fee.

Information Required by ORCP 70:

- | | | | |
|----|---------------------------------|------------------------|-----------------------------------|
| 1. | Judgment Creditor: | Name: | <u>Fred and Norma Barnes</u> |
| | | Street Address: | |
| | | City, State, Zip Code: | |
| 2. | Attorney for Judgment Creditor: | Name: | <u>Norman Hill</u> |
| | | Street Address: | <u>1114 12th St. SE</u> |
| | | City, State, Zip Code: | <u>Salem, Oregon 97302</u> |
| 3. | Judgment Debtor: | Name: | <u>Gregory and Shelly Warnock</u> |
| | | Street Address: | |

0112-11-9-00

City, State, Zip Code:

4. Attorney for Judgment Debtor: Name: Tammy Schilling
 Street Address: 698 12th St. SE, Ste. 240
 City, State, Zip Code: Salem, Oregon 97301

5. Principal Amount of Judgment:

6. Pre-Judgment Interest:

7. Costs: \$967.00

8. Attorney Fees: \$4,480.86

☐ Plaintiff ☐ Defendant received a fee deferral of the arbitrator's fee. The State of Oregon is hereby awarded deferred arbitrator fees.

1. Judgment Creditor: _____

2. Judgment Debtor: _____

3. Amount of Judgment: _____

Was any part of this award based upon the failure of any party to participate? _____. If "yes", please identify: _____

Dated this _____ day of _____, 2000.

Signature of Arbitrator

Arbitrator's Name: _____

Arbitrator's Address: _____

Return this form to Polk County Courts, attention: **ARBITRATION COORDINATOR**

Neither party to this case has filed a written notice of appeal and request for a trial de novo within the period allowed for that purpose. Judgment is hereby entered in accordance with the above Award.

DATED: January 27th, 2004

[Signature]
 Circuit Court Judge

FILED
POLK COUNTY OREGON
04 MAR 19 PM 1:19
TRIAL COURT ADMINISTRATOR
ENTERED BY

FRED BARNES and NORMA
BARNES,

Case No. 03P-1234

AFFIDAVIT OF NORMAN R. HILL

Defendants.

STATE OF OREGON)
County of Marion)ss.

1. I am the attorney for Plaintiffs.

2. An Amended Arbitration Award and Money Judgment was filed with this Court on December 16, 2003 and a Supplemental Arbitration Award and Money Judgment was filed with this Court on December 16, 2003. The judgments remain unsatisfied.

3. On February 12, 2004 my office served a garnishment on Gregory L. Warnock's employer. The employer responded and provided check for \$330.39. That amount is insufficient to pay the judgment.

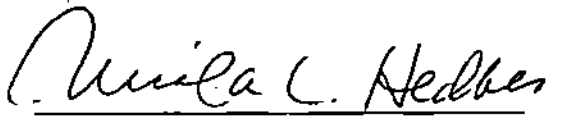
4. Accordingly, pursuant to ORS 18.265(1)(c) Plaintiffs are entitled to a judgment debtor examination.

5. In addition, on February 24, 2004 Interrogatories were served on Defendants by personal service. Defendants have not responded to those Interrogatories.


Norman R. Hill, OSB #94340
Attorney for Plaintiffs

Subscribed and sworn to before me this 18 day of March, 2003.




Nicola L. Hedberg
Notary Public for Oregon
My Commission Expires: 4/23/08

FRED BARNES and NORMA BARNES,
Plaintiffs,
v.
GREGORY L. WARNOCK
and SHELLY K. WARNOCK,
Defendants.

Pursuant to Oregon law, you must answer all of the following questions under oath, signing your name before a Notary Public in the space provided on the last page. Your signed, notarized answers must be returned to Norman R.

Hill, Webb, Martinis & Hill, 1114 12th Street SE, Salem OR 97302, not later than twenty (20) days after you receive these papers.

You should keep a copy of the answers.

Your failure to answer all the questions truthfully will subject you to the penalties for false swearing (contained in ORS 162.075) and for contempt of court (contained in ORS 33.015 – 33.155), as well as other penalties that the court may impose.

If you do not have room on these papers to answer all the questions fully, attach additional sheets to complete your answers.

QUESTIONS

1. What is your full name:

Home address:

Home Telephone Number:

Home facsimile number:

Home e-mail address:

2. What is your occupation?

3. What is the name and address of your employer?

1
2 4. How much is your take-home pay per week or other pay period? What
3 day of the week or month do you receive your paycheck?
4

5 5. What other income do you have, whether from part-time work, pensions,
6 individual retirement accounts, other retirement plans, disability
7 payments, or otherwise?
8
9
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11
12

13 6. What is your spouse's name? Does your spouse work? For whom?
14 What is your spouse's take-home pay per week or other pay period?
15
16
17
18

19 7. How many children under age 18 do you have?
20
21

22 8. Do you own or rent your home? If you own your home, how much is it
23 worth? Who has any mortgages and liens against your home? How
24 much is owing on those mortgages or liens?
25

1
2 9. In what other real property do you have any interest as buyer, seller,
3 landlord, partner or limited liability company member? Where is it
4 located?
5
6
7

8 10. What are the names, branches and account numbers of all banks,
9 savings associations and credit unions with which you have any
10 signature authority?
11
12
13
14
15

16 11. What are the makes, models and license numbers of all cars, trucks and
17 motorcycles in which you or your spouse has any interest, including
18 ones in which your names are not on the title and ones that you never
19 drive? How much do you owe on each vehicle?
20
21
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1
2 12. What stocks and bonds do you own or have any interest in, who has
3 possession of them, and where are they located? In what stock
4 brokerage accounts and mutual funds do you have any ownership
5 interest?
6
7
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9
10

11 13. What are the names and addresses of all persons and firms that owe
12 you money, and how much do they owe?
13
14
15
16

17 14. How much in federal and state income tax refunds and rebates do you
18 expect?
19
20
21

22 15. Do you have an interest in any business? If so, what is the name and
23 address of the business and what interest do you have in it? Attach
24 copies of its most recent balance sheet and income (profit and loss)
25 statements for all accounting periods in the last twenty-four (24)
months.

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- 7 16. List any jewelry, coin or stamp collections and antiques in which you
- 8 have any interest.
- 9
- 10
- 11
- 12 17. List the names and addresses of all persons and firms to whom you
- 13 have paid over \$500.00 in the last 365 days.
- 14
- 15
- 16
- 17
- 18 18. What interest do you have in any trust, estate, guardianship or
- 19 conservatorship, and what is the name and address of the person or
- 20 firm that holds the property?
- 21
- 22
- 23
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- 25

1
2 19. List any other property in which you have an interest, even though the
3 title is held by another person, and list the names and addresses of the
4 other persons.
5
6
7

8 20. How much money do you owe besides on your home? To whom?
9
10
11
12

13
14 21. How do you propose to pay the judgment owed to the Plaintiffs in this
15 case?
16
17
18

19 DATED this 20th day of February, 2004.
20

21 WEBB, MARTINIS & HILL

22 By: _____
23 Norman R. Hill, OSB #94340
24 Of Attorneys for Plaintiffs
25 1114 - 12th Street SE
Salem, OR 97302
(503) 363-9264

1
2 STATE OF OREGON,)
3) ss.
4 County of _____.)

5 I, Gregory L. Warnock, being first duly sworn, depose and say that the
6 above Answers to Interrogatories are true.

7 _____
8 Gregory L. Warnock

9 SUBSCRIBED AND SWORN to before me this _____ day of
10 _____, 2004.

11 _____
12 Notary Public for Oregon
13 My Commission Expires: _____
14
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FRED BARNES and NORMA BARNES,
Plaintiffs,
v.
GREGORY L. WARNOCK
and SHELLY K. WARNOCK,
Defendants.

Pursuant to Oregon law, you must answer all of the following questions under oath, signing your name before a Notary Public in the space provided on the last page. Your signed, notarized answers must be returned to Norman R.

Hill, Webb, Martinis & Hill, 1114 12th Street SE, Salem OR 97302, not later than twenty (20) days after you receive these papers.

You should keep a copy of the answers.

Your failure to answer all the questions truthfully will subject you to the penalties for false swearing (contained in ORS 162.075) and for contempt of court (contained in ORS 33.015 – 33.155), as well as other penalties that the court may impose.

If you do not have room on these papers to answer all the questions fully, attach additional sheets to complete your answers.

QUESTIONS

1. What is your full name:

Home address:

Home Telephone Number:

Home facsimile number:

Home e-mail address:

2. What is your occupation?

3. What is the name and address of your employer?

1
2 4. How much is your take-home pay per week or other pay period? What
3 day of the week or month do you receive your paycheck?
4

5 5. What other income do you have, whether from part-time work, pensions,
6 individual retirement accounts, other retirement plans, disability
7 payments, or otherwise?
8
9
10
11
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13 6. What is your spouse's name? Does your spouse work? For whom?
14 What is your spouse's take-home pay per week or other pay period?
15
16
17
18

19 7. How many children under age 18 do you have?
20
21

22 8. Do you own or rent your home? If you own your home, how much is it
23 worth? Who has any mortgages and liens against your home? How
24 much is owing on those mortgages or liens?
25

1
2 9. In what other real property do you have any interest as buyer, seller,
3 landlord, partner or limited liability company member? Where is it
4 located?
5
6
7

8 10. What are the names, branches and account numbers of all banks,
9 savings associations and credit unions with which you have any
10 signature authority?
11
12
13
14
15

16 11. What are the makes, models and license numbers of all cars, trucks and
17 motorcycles in which you or your spouse has any interest, including
18 ones in which your names are not on the title and ones that you never
19 drive? How much do you owe on each vehicle?
20
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1
2 12. What stocks and bonds do you own or have any interest in, who has
3 possession of them, and where are they located? In what stock
4 brokerage accounts and mutual funds do you have any ownership
5 interest?
6
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11 13. What are the names and addresses of all persons and firms that owe
12 you money, and how much do they owe?
13
14
15
16

17 14. How much in federal and state income tax refunds and rebates do you
18 expect?
19
20

21 15. Do you have an interest in any business? If so, what is the name and
22 address of the business and what interest do you have in it? Attach
23 copies of its most recent balance sheet and income (profit and loss)
24 statements for all accounting periods in the last twenty-four (24)
25 months.

- 1
- 2
- 3
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- 6
- 7 16. List any jewelry, coin or stamp collections and antiques in which you
8 have any interest.
- 9
- 10
- 11
- 12 17. List the names and addresses of all persons and firms to whom you
13 have paid over \$500.00 in the last 365 days.
- 14
- 15
- 16
- 17
- 18 18. What interest do you have in any trust, estate, guardianship or
19 conservatorship, and what is the name and address of the person or
20 firm that holds the property?
- 21
- 22
- 23
- 24
- 25

1
2 19. List any other property in which you have an interest, even though the
3 title is held by another person, and list the names and addresses of the
4 other persons.
5
6
7

8 20. How much money do you owe besides on your home? To whom?
9
10
11
12

13
14 21. How do you propose to pay the judgment owed to the Plaintiffs in this
15 case?
16
17
18

19 DATED this 20th day of February, 2004.
20

21 WEBB, MARTINIS & HILL

22 By: _____
23 Norman R. Hill, OSB #94340
24 Of Attorneys for Plaintiffs
25 1114 - 12th Street SE
Salem, OR 97302
(503) 363-9264

1
2 STATE OF OREGON,)
3) ss.
4 County of _____.)

5 I, Gregory L. Warnock, being first duly sworn, depose and say that the
6 above Answers to Interrogatories are true.

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Gregory L. Warnock

SUBSCRIBED AND SWORN to before me this _____ day of
_____, 2004.

Notary Public for Oregon
My Commission Expires: _____

RECEIVED

FEB 13 2004



INVESTIGATIONS

CASE# S4104NW

RBI
INVOICE

ATTORNEY N. HILL

CLIENT BARNES V. WARNOCK

DATE	HOURS	TOTAL	AMOUNT
------	-------	-------	--------

02/12/04	ATTEMPTED SERVICE OF WRIT - COMMUNITY MTG., NO LONGER @ GIVEN ADDRESS		\$30.00
----------	---	--	---------

"	SERVICE OF WRIT - COMMUNITY MTG., @ 132 GLYNBROOK KEIZER, OR., BY: DEANNA GILBERT		\$30.00
---	---	--	---------

PLEASE PAY THIS AMOUNT - \$60.00

P.O. Box 5817

Salem, OR 97304

(503) 370-4100

DATA SHEET

CASE# 44104NW

ATTORNEY N. Hill

CLIENT Burns v. Whorick

[illegible]

TOTAL -

FILED
POLK COUNTY OREGON
04 MAR 19 PM 1:19
TRIAL COURT ADMINISTRATOR
ENTERED BY SR

1. Tax returns for the last two (2) years;
2. Copies of any bank statements or any bank accounts for the last six (6) months;
3. Copies of titles to all vehicles that Defendants own;
4. Documents relating to any real property Defendants own;
5. All documents relating to any stocks, bonds or other investments Defendants own;
6. Copies of all loan applications made for any purpose within the last six (6) months; and
7. Copies of any life insurance policies Defendants may have.

Plaintiffs further move the court for an order restraining Defendants from selling, transferring or in any manner disposing of any of Defendants' property liable to execution or garnishment pending this proceeding.

This Motion is based on ORS 18.265, the records and files herein, and the Affidavit of Norman R. Hill.

DATED this 18 day of March, 2004.

WEBB, MARTINIS & HILL

By: 

Norman R. Hill, OSB #94340
Of Attorneys for Plaintiffs
1114 - 12th Street SE
Salem, OR 97302
(503) 363-9264

FILED
POLK COUNTY OREGON
04 MAR 19 PM 1:19
TRIAL COURT ADMINISTRATOR
ENTERED BY SW

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF POLK

FRED BARNES and NORMA
BARNES,

Plaintiffs,

v.

GREGORY L. WARNOCK
and SHELLY K. WARNOCK,

Defendants.

)
)
)
) Case No. 03P-1234
)
) MOTION FOR ORDER TO
) APPEAR AND SHOW CAUSE
)
)
)
)

COMES NOW Plaintiffs, by and through their attorney, Norman R. Hill,
and moves the Court for an order requiring Defendants, Gregory L. Warnock
and Shelly K. Warnock, to appear and show cause why they should not be
held in contempt for failing to respond to Interrogatories. This Motion is
supported by the following Points and Authorities and the Affidavit of Norman
R. Hill.

Page 1 - MOTION FOR ORDER FOR ORDER TO SHOW CAUSE

POINTS AND AUTHORITIES

This case is based on an Arbitrator's Award following court-annexed arbitration. W. Wallace Ogdahl submitted an arbitration award and money judgment, awarding Plaintiffs a money judgment in the sum of \$1,828.00, together with interest thereon at a rate of nine percent (9%) per annum. This judgment was entered in the Court record on December 16, 2003. Thereafter, Mr. Ogdahl issued a supplemental judgment, awarding attorney fees and costs in the amount of \$5,447.86. That supplemental judgment was entered in the court records on December 16, 2003.

Thereafter, Plaintiffs served the Interrogatories attached to the Affidavit of Norman R. Hill on Defendants. Proof of service is included with the Affidavit of Norman R. Hill. Defendants have not responded to the Interrogatories. The time for such a response has now passed.

ORS 18.270 governs interrogatories in debt collection proceedings. That section provides that anytime after judgment is entered, a judgment creditor may serve written interrogatories relating to the judgment debtor's property and financial affairs upon a judgment debtor. ORS 18.270(1). A judgment debtor is required to respond to the interrogatories within twenty (20) days from receipt, or within twenty (20) days from the date of the interrogatories, if they are served by mail. See ORS 18.270(2). If the judgment debtor does not respond to the interrogatories, they are considered in contempt of court. The

1
2 judgment creditor may commence proceedings under the contempt statute,
3 ORS 33.015 – 33.155. ORS 18.270(3).

4 Plaintiffs request this Court to impose the remedial sanction necessary
5 to obtain compliance with the Court's ruling, including, but not limited to
6 confinement.

7 This Motion is supported by the Affidavit of Norman R. Hill.

8 DATED this 18 day of March, 2004.

9
10 WEBB, MARTINIS & HILL

11 By: 

12 Norman R. Hill, OSB #94340
13 Of Attorneys for Plaintiffs
14 1114 - 12th Street SE
15 Salem, OR 97302
16 (503) 363-9264
17
18
19
20
21
22
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24
25

FILED
POLK COUNTY OREGON

04 MAR 29 AM 8:49

TRIAL COURT ADMINISTRATOR
ENTERED BY

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF POLK

FRED BARNES and NORMA
BARNES,

Plaintiffs,

v.

GREGORY L. WARNOCK
and SHELLY K. WARNOCK,

Defendants:

)
)
)
) Case No. 03P-1234
)
) ORDER FOR EXAMINATION OF
) JUDGMENT DEBTOR AND ORDER
) TO SHOW CAUSE WHY
) DEFENDANTS SHOULD NOT BE
) HELD IN CONTEMPT
)

This matter came before the Court on Plaintiffs' Motion for Examination of Judgment Debtor and Motion to Show Cause Why Defendants should not be held in Contempt for failing to respond to Plaintiff's interrogatories, and it appearing from Plaintiffs' supporting Affidavit and the records and files herein, that judgment in this matter is unsatisfied. A garnishment was sent to Defendant Gregory L. Warnock's employer on February 12, 2004. It has been

Page 1 - ORDER FOR EXAMINATION OF JUDGMENT DEBTOR AND ORDER TO SHOW CAUSE

WEBB, MARTINIS & HILL
1114 - 12TH STREET SE
SALEM, OR 97302
(503) 363-9264

1
2 returned. The amount of the garnishment returned is insufficient to satisfy
3 the judgment.

4 Therefore,

5 IT IS HEREBY ORDERED that Defendants, Gregory L. Warnock and
6 Shelly K. Warnock, appear before the Presiding Judge of the above-entitled
7 Court in Room CC-1 of the Polk County Courthouse, 850 Main Street,
8 Dallas, Oregon on the 26th day of April, 2004 at the hour of
9 1:30 P.m., o'clock and answer, under oath, questions concerning any
10 property or interest in property Defendants may have or claim;
11

12 IT IS FURTHER ORDERED that Gregory L. Warnock and Shelly K.
13 Warnock then and there produce for inspection and copying the following
14 documents of Defendants, attached hereto as Exhibit "A;"

15 IT IS FURTHER ORDERED that Defendants be and hereby are
16 restrained from selling, transferring or in any manner disposing of any of
17 Defendants' property liable to execution or garnishment, pending this
18 proceeding;
19

20 IT IS FURTHER ORDERED that Defendant appear and show cause why
21 they should not be held in contempt for failing to respond to Plaintiffs'
22 Interrogatories. Defendants are hereby notified that the Court is entitled to
23
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1
2 impose a remedial sanction of confinement upon Defendants in order to
3 achieve compliance with the Court's Order.

4 DATED this 29th day of March, 2004.

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CIRCUIT COURT JUDGE

Submitted by:
Norman R. Hill, OSB #94340
Webb, Martinis & Hill
1114 12th Street SE
Salem OR 97302
Telephone: 503-363-9264

EXHIBIT "A"

1. Tax returns for the last two (2) years;
2. Copies of any bank statements or any bank accounts for the last six (6) months;
3. Copies of titles to all vehicles that Defendants own;
4. Documents relating to any real property Defendants own;
5. All documents relating to any stocks, bonds or other investments Defendants own;
6. Copies of all loan applications made for any purpose within the last six (6) months; and
7. Copies of any life insurance policies Defendants may have.

03P 1234



Verified Correct Copy of Original

INVESTIGATIONS

FILED
POLK COUNTY OREGON
04 APR 16 PM 2:54
TRIAL COURT ADMINISTRATOR
ENTERED BY SW

AFFIDAVIT OF SERVICE

I, RICHARD W. BENDER, BEING FIRST DULY SWORN, DO DEPOSE AND SAY:

(1) I AM A COMPETENT PERSON OVER THE AGE OF 18 AND A RESIDENT OF THE STATE OF OREGON. I AM NOT A PARTY, NOR AN OFFICER, DIRECTOR, OR EMPLOYEE OF, NOR AN ATTORNEY FOR ANY PARTY, IN THE WITHIN ENTITLED ACTION.

(2) ON THE 6TH DAY OF APRIL, 2004, AT 6:40PM, AT 2890 ERIC CT., N.W., SALEM, OR. 97304, I DULY SERVED A MOTION AND ORDER TO APPEAR AND SHOW CAUSE, MOTION FOR JUDGMENT DEBTOR EXAM AND ORDER FOR EXAMINATION OF JUDGMENT DEBTOR AND ORDER TO SHOW CAUSE UPON SHELLY KAYE WARNOCK, BY PERSONALLY DELIVERING TO HER, TRUE COPIES OF THE ABOVE DOCUMENTS. I ALSO DELIVERED TRUE COPIES OF THE ABOVE DOCUMENTS TO SHELLY KAYE WARNOCK, FOR SUB-SERVICE TO GREGORY WARNOCK.

Richard W. Bender 04/06/04
RICHARD W. BENDER DATE

FILED
POLK COUNTY OREGON
04 JUL 15 AM 11:55
TRIAL COURT ADMINISTRATOR
ENTERED BY _____

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF POLK

FRED BARNES and NORMA)	
BARNES,)	
)	
Plaintiffs,	)	Case No. 03P-1234
)	
v.	)	AFFIDAVIT OF NORMAN R.
	)	HILL IN SUPPORT OF MOTION
GREGORY L. WARNOCK	)	FOR CONTEMPT
and SHELLY K. WARNOCK,)	
)	
Defendants.)	
STATE OF OREGON)	
	)ss.	
County of Marion)	

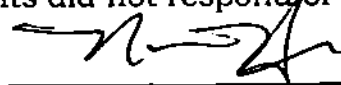
I, NORMAN R. HILL, being first deposed on oath, depose and say:

1. I am the attorney for Plaintiffs in this action.

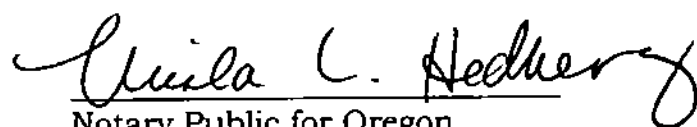
2. The records and files in this case show that Defendants were ordered by this Court's Order of March 29, 2004, to appear for a judgment debtor examination on April 26, 2004 in Room No. CC1 of the Polk County Courthouse at 1:30 p.m., and that Defendants were personally served and substituted with the Order on April 6, 2004.

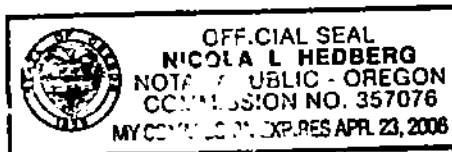
3. On April 26, 2004 at 1:30 p.m., I appeared in Room No. CC1 of the Polk County Courthouse.

4. I was present in the Courthouse and asked out loud in open court whether Defendants were present. Defendants did not respond or appear.


Norman R. Hill, OSB #94340
Attorney for Plaintiffs

Subscribed and sworn to before me this 14th day of July, 2004.


Nicola L. Hedberg
Notary Public for Oregon
My Commission Expires: 4/23/06



FILED
04 JUL 15 11:11:54
TRIAL COURT CLERK
ENTERED

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF POLK

FRED BARNES and NORMA)	
BARNES,)	
)	
Plaintiffs,	)	Case No. 03P-1234
)	
v.	)	MOTION FOR CONTEMPT
	)	FOR FAILING TO APPEAR ON
GREGORY L. WARNOCK	)	ORDER FOR JUDGMENT
and SHELLY K. WARNOCK,	)	DEBTOR EXAMINATION
)	
Defendants.)	

COMES NOW Plaintiffs, by and through their attorney, Norman R. Hill,
and moves the Court for an order requiring Defendants, Gregory L. Warnock
and Shelly K. Warnock, to appear and show cause why they should not be
held in contempt for failing appear for judgment debtor examination before
this Court on April 26, 2004 at 1:30 p.m.

1
2 This Motion is supported by the Affidavit of Norman R. Hill.

3 DATED this 14th day of July, 2004.

4 WEBB, MARTINIS & HILL

5
6 By: 

7 Norman R. Hill, OSB #94340
8 Of Attorneys for Plaintiffs
9 1114 - 12th Street SE
10 Salem, OR 97302
11 (503) 363-9264
12
13
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25

FILED
POLK COUNTY OREGON
04 JUL 15 AM 11:55
TRIAL COURT ADMINISTRATOR
ENTERED BY _____

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF POLK

FRED BARNES and NORMA
BARNES,

Plaintiffs,

v.

GREGORY L. WARNOCK
and SHELLY K. WARNOCK,

Defendants.

)
)
)
) Case No. 03P-1234
)
) PLAINTIFFS' AFFIDAVIT IN
) SUPPORT OF MOTION FOR
) ARREST WARRANT
)
)
)

STATE OF OREGON)
)ss.
County of Marion)

I, NORMAN R. HILL, being first deposed on oath, depose and say:

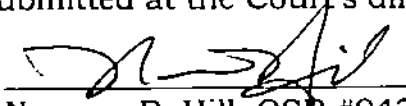
1. I am the attorney for Plaintiffs in this action.

2. The records and files in this case show that Defendants were ordered by this Court's Order of March 29, 2004, to appear and show cause on April 26, 2004 in Room No. CC1 of the Polk County Courthouse at 1:30 p.m. why Defendants should not be held in contempt for failing to respond to Plaintiff's Interrogatories, and that Defendants were personally served with the Interrogatories on February 24, 2004.

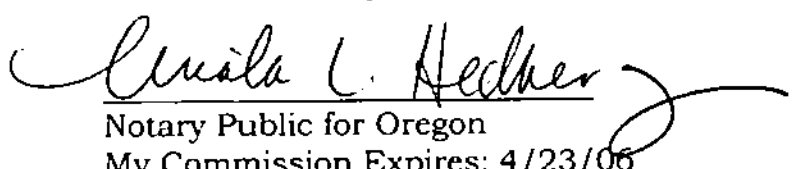
3. On April 26, 2004 at 1:30 p.m., I appeared in Room No. CC1 of the Polk County Courthouse.

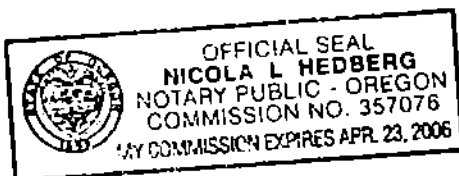
4. I was present in the Courthouse and asked out loud in open court whether Defendants were present. Defendants did not respond or appear.

5. This Affidavit and Motion are submitted at the Court's direction.


Norman R. Hill, OSB #94340
Attorney for Plaintiffs

Subscribed and sworn to before me this 14th day of May, 2004.


Notary Public for Oregon
My Commission Expires: 4/23/06



FRED BARNES and NORMA
BARNES,

Case No. 03P-1234

**PLAINTIFFS' MOTION FOR ARREST
WARRANT**

Defendants.

Page 1 - PLAINTIFFS' MOTION FOR ARREST WARRANT

1
2 previous Order for Show Cause Why Defendants Should Not be Held in
3 Contempt of this Court, duly made, entered and served on Defendants, the last
4 such order requiring the personal appearance of Defendants on April 26, 2004
5 at 1:30 p.m.:

6 This Motion is based on the records and files herein, ORS 33.015-
7 33.155, and the Affidavit filed with this Motion.

8 DATED this 14th day of July, 2004.

9 WEBB, MARTINIS & HILL

10
11 By: 

12 Norman R. Hill, OSB #94340
13 Of Attorneys for Plaintiffs
14 1114 - 12th Street SE
15 Salem, OR 97302
16 (503) 363-9264
17
18
19
20
21
22
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24
25

FILED
POLK COUNTY OREGON

04 JUL 19 PM 4:12

TRIAL COURT ADMINISTRATOR
ENTERED BY PA

Verified Correct Copy of Original 5/13/2016.

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF POLK

FRED BARNES and NORMA
BARNES,

Plaintiffs,

v.

GREGORY L. WARNOCK
and SHELLY K. WARNOCK,

Defendants.

)
)
)
) Case No. 03P-1234

) ORDER TO APPEAR AND SHOW
) CAUSE WHY DEFENDANTS
) SHOULD NOT BE HELD IN
) CONTEMPT
)
)

COMES NOW Plaintiffs, by and through their attorney, Norman R. Hill,
and moves the Court for an order requiring Defendants, Gregory L. Warnock
and Shelly K. Warnock, to appear at a time and place to be fixed by the Court
to show cause why they failed to appear on this Court's previous order to
appear and show cause on April 26, 2004 at 1:30 p.m.

Page 1 - MOTION FOR ORDER FOR EXAMINATION OF JUDGMENT DEBTOR

WEBB, MARTINIS & HILL
1114 - 12TH STREET SE
SALEM, OR 97302
(503) 363-9264

Y
cc-1

1
2 It appearing to the Court from the files and the record herein said
3 Defendants failed to appear;

4 NOW, THEREFORE,

5 IT IS HEREBY ORDERED that Defendants, Gregory L. Warnock and
6 Shelly K. Warnock, appear before the Presiding Judge of the above-entitled
7 Court in Room 1 of the Polk County Courthouse, 850 Main Street,
8 Dallas, Oregon on the 9th day of August, 2004 at the ^{hour} ~~house~~ of
9 1:30, P.m., o'clock and show cause why they should not be held on
10 contempt for failing to appear on April 26, 2004.
11

12 IT IS SO ORDERED THIS 19th day of July, 2004.

13
14 

15 CHARLES E. LUUKINEN
16 CIRCUIT COURT JUDGE

17 Prepared By:
18 Norman R. Hill, OSB #94340
19 Webb, Martinis & Hill
20 Of Attorneys for Plaintiffs
21 1114 12th Street SE
22 Salem OR 97302
23 Telephone: 503-363-9264
24
25

1
2 appear in person pursuant to the requirements of a previous Order of this
3 Court, duly made, entered and served on Defendants, the last such Order
4 requiring the personal appearance of Defendants on April 26, 2004 at 1:30
5 p.m.

6 You are hereby commanded to make due return of this warrant to this
7 Court.

8 Defendants, Gregory L. Warnock and Shelly K. Warnock, are to be
9 admitted to bail in the security amount of \$ 10,000⁰⁰.

10 IT IS SO ORDERED AND DATED this 19th day of July, 2004.

11
12 

13 CHARLES E. LUUKINEN
14 CIRCUIT COURT JUDGE

15 Prepared By:
16 Norman R. Hill, OSB #94340
17 Webb, Martinis & Hill
18 Of Attorneys for Plaintiffs
19 1114 12th Street S.E.
20 Salem OR 97302
21 Telephone: 503-363-9264
22
23
24
25

FILED
POLK COUNTY OREGON

05 JAN 11 AM 11:39

IN THE CIRCUIT COURT OF THE STATE OF OREGON

TRIAL COURT ADMINISTRATOR

FOR THE COUNTY OF POLK

ENTERED BY

[Signature]

Verified Correct Copy of Original 5/13/2016.

*Fred Barnes and
Norma Barnes*

Plaintiff,

vs.

*Gregory L. Warnock
and
Shelly K. Warnock*

Defendant.

CASE NO. 03P-1234

ASSIGNMENT OF JUDGMENT

For valuable consideration, the undersigned hereby transfers, assigns, and sets over unto VALLEY CREDIT SERVICE, INC., of Salem, Oregon, all rights, title and interest in and to the certain judgment recovered by plaintiff in the above entitled Court and cause against the above named defendants enrolled and docketed in the above entitled court, together with all principal sums, interest, costs, and other charges for which said judgment allowed. VALLEY CREDIT SERVICE, INC. is hereby appointed as true and lawful attorney, irrevocably, for the undersigned to ask, demand, and receive and to sue out executions, and to take all necessary steps to recover the money due or to become due on the Judgment and on payment thereof to acknowledge satisfaction and discharge the same.

By *Norma Barnes*
Norma L. Barnes

STATE OF OREGON)

County of *Marion*)

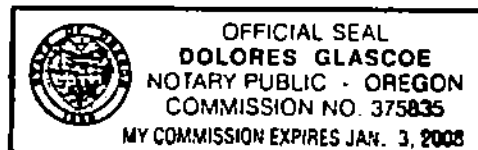
ss.

Subscribed and sworn to before me this 10th day of December
2009.

Dolores Glascoe

Notary Public for Oregon

My Commission Expires: 1-3-08



FILED
POLK COUNTY OREGON
05 FEB 24 PM 1:22
TRIAL COURT ADMINISTRATOR
ENTERED BY *[Signature]*

IN THE CIRCUIT COURT OF THE STATE OF OREGON
COUNTY OF POLK: COURT CASE NO. 03P1234

FRED BARNES AND NORMA BARNES,)
VALLEY CREDIT SERVICE, INC., ASSIGNEE)

ORIGINAL
AFFIDAVIT/PROOF OF SERVICE

vs

GREGORY L WARNOCK ET AL)
)
)

STATE OF OREGON)
COUNTY OF MARION) SS.

I hereby certify that on the 11th day of February, 2005, at the hour of 10:00AM

I served Cross Roads, Inc. by PERSONAL SERVICE TO Denise Clark, Owner

The original and certified true copy of a Writ of Garnishment along with the garnishee response form, instructions to the garnishee form, a wage exemption calculation form and a search fee (if applicable).

Address where service was made: 3000 Market St NE
Salem OR

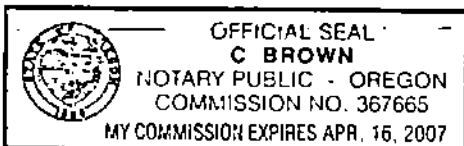
ALL SEARCH AND SERVICE WAS MADE WITHIN THE COUNTY OF MARION

I am a competent person over the age of 18, a resident of said State, not a party to nor an officer, director or employee of, nor attorney for any party, corporate or otherwise and knew that the person, firm, or corporation served is the identical one named in the action.

Alice M McAllister
Alice M McAllister, Server
Capitol Investigation Co., LTD.

I HEREBY CERTIFY that a mailing of a copy of the Writ of Garnishment, a copy of the debt calculation form, a notice of exemption and a challenge to the garnishment form was mailed to the debtor at the debtor's last known address as provided by the garnishor.

Subscribed to and sworn to before me this
16th day of February, 2005 by Alice M McAllister



C. Brown
Notary for the State of Oregon

CIRCUIT COURT COUNTY OF POLK, STATE OF OREGON

FRED BARNES and

NORMA BARNES,

VALLEY CREDIT SERVICE, INC.,

Plaintiff,
Assignee,

WRIT OF GARNISHMENT

Case No. 03P1234

vs.
GREGORY L. WARNOCK and

SHELLY K. WARNOCK,

2890 ERIC CT NW

SALEM OR 97304-1328

Defendant.

TO: CROSS ROADS, INC. ATTN: PAYROLL

3000 MARKET ST NE

SALEM OR 97301

You are now a Garnishee, AS A GARNISHEE, YOU NEED TO KNOW THE FOLLOWING:

SHELLY K. WARNOCK

(who is called the "Debtor") owes money to

VALLEY CREDIT SERVICE, INC.

(who is called the "Creditor"). A judgment was entered against

the Debtor for the debt, or the debt otherwise became subject to garnishment, on 11-26-03 & 01-28-04

The Debtor's Social Security number or employer identification number is 541826310 (insert if known).

The amount subject to garnishment is \$ 7602.63

This writ garnishes all of the following:

- Wages that you owe the Debtor at the time this writ is delivered to you, and all wages that the Debtor earns during the 90-day period following the date on which you receive this writ.
- All property of the Debtor (including money) that is in your possession, control or custody at the time this writ is delivered to you.
- All debts that you owe the Debtor at the time this writ is delivered to you, whether or not payment is due on the debt at the time you receive this writ.

Verified Correct Copy of Original 5/13/2016.

YOU MUST ANSWER THIS WRIT BY COMPLETING THE ATTACHED GARNISHEE RESPONSE WITHIN THE TIME ALLOWED BY LAW, WHETHER OR NOT YOU HOLD ANY OF THE DEBTOR'S PROPERTY OR OWE ANYTHING TO THE DEBTOR. IF YOU DO NOT TRUTHFULLY ANSWER THIS WRIT, OR YOU DO NOT DELIVER MONEY OR PROPERTY WHEN YOU ARE REQUIRED TO DO SO, YOU WILL BE LIABLE TO THE CREDITOR.

If you have questions, you should contact an attorney. Court employees cannot give you legal advice. The Creditor's attorney cannot give you legal advice.

A writ of garnishment may be issued only by the Court Administrator, by the attorney for the Creditor or by a person who is specifically authorized by the law to issue garnishments. This writ is issued by (check one):

- ☐ The Court Administrator
☒ The attorney for the Creditor
☐ Other authorized issuer:
Name and title _____
Statutory Authority it issue writ _____

This writ is valid only if it has been delivered to you within 60 days after the date of issuance. If Court Administrator is issuing this writ, the date of issuance is the date the Court Administrator signs the writ (see "COURT SEAL" below). If this writ is issued by any other person, the date of issuance is the date, on which the issuer signs the certification (SEE "CERTIFICATION" below).

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

CB

IMPORTANT ADDRESSES
(see Step 2 of Instructions to Garnishee form)

Verified Correct Copy of Original 5/13/2016.

POLK CIRCUIT (Court Administrator)
Court

Street Address COUNTY COURTHOUSE
City DALLAS County POLK COUNTY
State OR Zip Code 97338

(Debtor)

Name SHELLY K. WARNOCK
Telephone Number (if known) _____
Street Address 2890 ERTT. CT NW
City SALEM State OR Zip Code 97304-1128

☐ Creditor has no knowledge of Debtor's address.

(Garnishor; check one)

☐ Creditor: (Must be filled in if Court Administrator issues writ.)
Name VALLEY CREDIT SERVICES, INC.
Street Address 960 BROADWAY ST NE P.O. BOX 2046
City SALEM State OR Zip Code 97308

☐ Attorney for Creditor:
Name RYAN E. GIBB
Street Address 528 COTTAGE ST NE P.O. BOX 469
City SALEM State OR Zip Code 97308
Telephone Number 503-375-2635
Oregon State Bar number 97269

☐ Other authorized issuer of writ:
Name _____
Street Address _____
City _____ State _____ Zip Code _____
Telephone Number _____

CERTIFICATION

(The following certification must be signed by the Creditor if this writ is issued by the Court Administrator. In all other cases, the following certification must be signed by the person issuing the writ.)

I certify that I have read the writ of garnishment and to the best of my knowledge, information and belief, there is good ground to support issuance of this writ, and the amount indicated as subject to garnishment is lawfully subject to collection by this writ.

Signature

Ryan E. Gibb, OSB 97269

Oregon State Bar No. (if attorney)

FEB 10 2005

Date

COURT SEAL

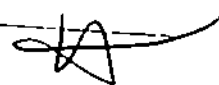
(To be completed only if this writ is issued by the Court Administrator. The writ must be stamped by the Court Administrator. The Court Administrator has not calculated any amount on the writ and is not liable for errors made in the writ by the Creditor.)

Issued by the Court Administrator this _____ day of _____, 2005.

COURT ADMINISTRATOR

By _____

PINK/CERTIFIED TRUE COPY

FILED
POLK COUNTY OREGON
05 JUN 16 AM 11:19
TRIAL COURT ADMINISTRATOR
ENTERED BY 

IN THE CIRCUIT COURT OF THE STATE OF OREGON
COUNTY OF POLK: COURT CASE NO. 03P1234

FRED BARNES AND NORMA BARNES)
VALLEY CREDIT SERVICE, INC., ASSIGNEE)

ORIGINAL
AFFIDAVIT/PROOF OF SERVICE

vs

GREGORY L. WARNOCK, ET AL)
)
)

STATE OF OREGON)
COUNTY OF MARION) SS.

I hereby certify that on the 7th day of June, 2005, at the hour of 2:36PM

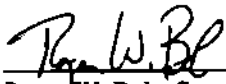
I served Cross Roads, Inc by PERSONAL SERVICE TO Ruth Markham, person designated to accept service

The original and certified true copy of a Writ of Garnishment along with the garnishee response form, instructions to the garnishee form, a wage exemption calculation form and a search fee (if applicable).

Address where service was made: 3000 Market St NE #537
Salem OR

ALL SEARCH AND SERVICE WAS MADE WITHIN THE COUNTY OF MARION

I am a competent person over the age of 18, a resident of said State, not a party to nor an officer, director or employee of, nor attorney for any party, corporate or otherwise and knew that the person, firm, or corporation served is the identical one named in the action.



Roger W. Bole, Server
Capitol Investigation Co., LTD.

I HEREBY CERTIFY that a mailing of a copy of the Writ of Garnishment, a copy of the debt calculation form, a notice of exemption and a challenge to the garnishment form was mailed to the debtor at the debtor's last known address as provided by the garnishor.

Subscribed to and sworn to before me this
9th day of June, 2005 by Roger W. Bole




Notary for the State of Oregon

CIRCUIT COURT COUNTY OF POLK, STATE OF OREGON

FRED BARNES and
NORMA BARNES,
VALLEY CREDIT SERVICE, INC.,
 Plaintiff,
 Assignee,

WRIT OF GARNISHMENT

Case No. 03P1234

GREGORY L. WARNOCK and
SHELLY K. WARNOCK,
2890 ERIC CT NW
SALEM OR 97304-1328
 Defendant,

TO: CROSS ROADS, INC. ATTN: PAYROLL
3000 MARKET ST NE
SALEM OR 97301

* You are now a Garnishee, AS A GARNISHEE, YOU NEED TO KNOW THE FOLLOWING:

SHELLY K. WARNOCK (who is called the "Debtor") owes money to
VALLEY CREDIT SERVICE, INC. (who is called the "Creditor"). A judgment was entered against
 the Debtor for the debt, or the debt otherwise became subject to garnishment, on 11-26-03 & 01-28-04.
 The Debtor's Social Security number or employer identification number is 541826310 (insert if known).

The amount subject to garnishment is \$ 7003.66.

This writ garnishes all of the following:

- Wages that you owe the Debtor at the time this writ is delivered to you, and all wages that the Debtor earns during the 90-day period following the date on which you receive this writ.
- All property of the Debtor (including money) that is in your possession, control or custody at the time this writ is delivered to you.
- All debts that you owe the Debtor at the time this writ is delivered to you, whether or not payment is due on the debt at the time you receive this writ.

6-7-
YOU MUST ANSWER THIS WRIT BY COMPLETING THE ATTACHED GARNISHEE RESPONSE WITHIN THE TIME ALLOWED BY LAW, WHETHER OR NOT YOU HOLD ANY OF THE DEBTOR'S PROPERTY OR OWE ANYTHING TO THE DEBTOR. IF YOU DO NOT TRUTHFULLY ANSWER THIS WRIT, OR YOU DO NOT DELIVER MONEY OR PROPERTY WHEN YOU ARE REQUIRED TO DO SO, YOU WILL BE LIABLE TO THE CREDITOR.

If you have questions, you should contact an attorney. Court employees cannot give you legal advice. The Creditor's attorney cannot give you legal advice.

A writ of garnishment may be issued only by the Court Administrator, by the attorney for the Creditor or by a person who is specifically authorized by the law to issue garnishments. This writ is issued by (check one):

- ☐ The Court Administrator
- ☒ The attorney for the Creditor
- ☐ Other authorized issuer:
Name and title _____
Statutory Authority it issue writ _____

This writ is valid only if it has been delivered to you within 60 days after the date of issuance. If Court Administrator is issuing this writ, the date of issuance is the date the Court Administrator signs the writ (see "COURT SEAL" below). If this writ is issued by any other person, the date of issuance is the date on which the issuer signs the certification (SEE "CERTIFICATION" below).

1-2-2

J. Brown

IMPORTANT ADDRESSES
(see Step 2 of Instructions to Garnishee form)

(Court Administrator)

POLK CIRCUIT Court
Street Address COUNTY COURTHOUSE
City DALLAS County POLK COUNTY
State OR Zip Code 97338

(Debtor)

Name SHELLY K. WAINWICK
Telephone Number (if known) _____
Street Address 2890 ERIC CT NW
City SALEM State OR Zip Code 97304-1328

☐ Creditor has no knowledge of Debtor's address.

(Garnishor; check one)

☐ Creditor: (Must be filled in if Court Administrator issues writ.)

Name VALLEY CREDIT SERVICE, INC.
Street Address 960 BRUINWAY ST NE P.O. BOX 2046
City SALEM State OR Zip Code 97308

☐ Attorney for Creditor:

Name RYAN E. GIBB
Street Address 528 COTTAGE ST NE P.O. BOX 469
City SALEM State OR Zip Code 97308
Telephone Number 503-375-2635
Oregon State Bar number 97269

☐ Other authorized issuer of writ:

Name _____
Street Address _____
City _____ State _____ Zip Code _____
Telephone Number _____

CERTIFICATION

(The following certification must be signed by the Creditor if this writ is issued by the Court Administrator. In all other cases, the following certification must be signed by the person issuing the writ.)

I certify that I have read the writ of garnishment and to the best of my knowledge, information and belief, there is good ground to support issuance of this writ, and the amount indicated as subject to garnishment is lawfully subject to collection by this writ.

Signature _____

JUN 07 2005

Date _____

Ryan E. Gibb, OSB 97269

Oregon State Bar No. (if attorney)

COURT SEAL

(To be completed only if this writ is issued by the Court Administrator. The writ must be stamped by the Court Administrator. The Court Administrator has not calculated any amount on the writ and is not liable for errors made in the writ by the Creditor.)

Issued by the Court Administrator this _____ day of _____, 2005

COURT ADMINISTRATOR

By _____

PINK/CERTIFIED TRUE COPY

FILED
POLK COUNTY OREGON

05 SEP 26 PM 2:16

TRIAL COURT ADMINISTRATOR
ENTERED BY LA

IN THE CIRCUIT COURT OF THE STATE OF OREGON
COUNTY OF POLK: COURT CASE NO. 03P1234

FRED BARNES AND NORMA BARNES)
VALLEY CREDIT SERVICE, INC., ASSIGNEE)

ORIGINAL
AFFIDAVIT/PROOF OF SERVICE

vs

GREGORY L. WARNOCK; ET AL)
)
)

STATE OF OREGON)
COUNTY OF MARION) SS.

I hereby certify that on the 20th day of September, 2005, at the hour of 4:15PM

I served Cross Roads, Inc by PERSONAL SERVICE TO Denise Clark, person designated to accept service

The original and certified true copy of a Writ of Garnishment along with the garnishee response form,
instructions to the garnishee form, a wage exemption calculation form and a search fee (if applicable).

Address where service was made: CORRECT: 3000 Market St NE #537
Salem OR

ALL SEARCH AND SERVICE WAS MADE WITHIN THE COUNTY OF MARION

I am a competent person over the age of 18, a resident of said State, not a party to nor an officer, director or
employee of, nor attorney for any party, corporate or otherwise and knew that the person, firm, or
corporation served is the identical one named in the action.

Alice M McAllister
Alice M McAllister, Server
Capitol Investigation Co., LTD.

I HEREBY CERTIFY that a mailing of a copy of the Writ of Garnishment, a copy of the debt calculation form, a
notice of exemption and a challenge to the garnishment form was mailed to the debtor at the debtor's last known
address as provided by the garnishor.

Subscribed to and sworn to before me this
21st day of September, 2005 by Alice M McAllister



S. Linan
Notary for the State of Oregon

CIRCUIT COURT COUNTY OF POLK , STATE OF OREGON

FRED BARNES and
NORMA BARNES,
VALLEY CREDIT SERVICE, INC.,

Plaintiff,
 Assignee,)

WRIT OF GARNISHMENT

Case No. 03P1234

vs.
GREGORY L. WARNOCK and
SHELLY K. WARNOCK,
2890 ERIC CT NW
SALEM OR 97304-1328

Defendant,)

TO: CROSS ROADS, INC. ATTN: PAYROLL
3000 MARKET ST NE
SALEM OR 97301

You are now a Garnishee, AS A GARNISHEE, YOU NEED TO KNOW THE FOLLOWING:

SHELLY K. WARNOCK (who is called the "Debtor") owes money to
VALLEY CREDIT SERVICE, INC. (who is called the "Creditor"). A judgment was entered against
 the Debtor for the debt, or the debt otherwise became subject to garnishment, on 11-26-03 & 01-28-04
 The Debtor's Social Security number or employer identification number is 541826310 (insert if known).

The amount subject to garnishment is \$ 6040.73

This writ garnishes all of the following:

- Wages that you owe the Debtor at the time this writ is delivered to you, and all wages that the Debtor earns during the 90-day period following the date on which you receive this writ.
- All property of the Debtor (including money) that is in your possession, control or custody at the time this writ is delivered to you.
- All debts that you owe the Debtor at the time this writ is delivered to you, whether or not payment is due on the debt at the time you receive this writ.

PINK/CERTIFIED TRUE COPY

IMPORTANT ADDRESSES

(see Step 2 of Instructions to Garnishee form)

Verified Correct Copy of Original 5/13/2016.

(Court Administrator)

POLK CIRCUIT Court

Street Address COUNTY COURTHOUSE

City DALLAS County POLK COUNTY

State OR Zip Code 97338

(Debtor)

Name SHELLY K. WARNOCK

Telephone Number (if known) _____

Street Address 2890 ERIC CT NW

City SALEM State OR Zip Code 97304-1328

☐ Creditor has no knowledge of Debtor's address.

(Garnishor; check one)

☐ Creditor: (Must be filled in if Court Administrator issues writ.)

Name VALLEY CREDIT SERVICE, INC.

Street Address 960 BROADWAY ST NE P.O. BOX 2046

City SALEM State OR Zip Code 97308

☐ Attorney for Creditor:

Name RYAN E. GIBB

Street Address 528 COTTAGE ST NE P.O. BOX 469

City SALEM State OR Zip Code 97308

Telephone Number 503-375-2635

Oregon State Bar number 97269

☐ Other authorized issuer of writ:

Name _____

Street Address _____

City _____ State _____ Zip Code _____

Telephone Number _____

CERTIFICATION

(The following certification must be signed by the Creditor if this writ is issued by the Court Administrator. In all other cases, the following certification must be signed by the person issuing the writ.)

I certify that I have read the writ of garnishment and to the best of my knowledge, information and belief, there is good ground to support issuance of this writ, and the amount indicated as subject to garnishment is lawfully subject to collection by this writ.

Signature

SEP 20 2005

Date

Ryan E. Gibb, OSB 97269

Oregon State Bar No. (if attorney)

COURT SEAL

(To be completed only if this writ is issued by the Court Administrator. The writ must be stamped by the Court Administrator. The Court Administrator has not calculated any amount on the writ and is not liable for errors made in the writ by the Creditor.)

Issued by the Court Administrator this _____ day of _____, 2005

COURT ADMINISTRATOR

By _____

PINK/CERTIFIED TRUE COPY

FILED
POLK COUNTY OREGON
06 JAN -3 PM 3:26
TRIAL COURT ADMINISTRATOR
ENTERED BY

Verified Correct Copy of Original 5/13/2016.

CIRCUIT COURT COUNTY OF POLK, STATE OF OREGON

VALLEY CREDIT SERVICE, INC.)
960 BROADWAY PO BOX 2045)
SALEM, OR 97328.)
Plaintiff,)
vs.)
GREGORY L. WARNOCK and)
SHELLY K. WARNOCK.)
Defendant.

GARNISHEE RESPONSE

Case No. 03P1234

The writ of garnishment was delivered to me on the _____ day of _____, 2____.
The following responses are accurate and complete as of that date.

PART I: DEBTOR'S PROPERTY GENERALLY

(ALL GARNISHEES MUST FILL OUT THIS PORTION OF THE RESPONSE)

Place a check in front of all the following statements that apply. You may need to check more than one statement.

- ☐ I have discovered that a voluntary or involuntary bankruptcy petition has been filed by or on behalf of the Debtor after the date shown on the face of the writ as the date on which the judgment was entered against the Debtor or after the debt otherwise became subject to garnishment. (You need not complete any other part of this response, but you must sign the response and deliver it in the manner specified in Step 2 of the Instructions to Garnishee form.)
- ☐ I do not employ the Debtor, I do not have in my possession, control or custody any personal property of the Debtor, and I do not owe any debts or other obligations to the Debtor.
- ☒ I employ the Debtor. (You must complete Part II of this response.)
- ☐ I have in my possession, control or custody money that belongs to the Debtor (other than wages), or I owe a debt or other obligation to the Debtor (other than wages) that is due as of the time of this response. I am forwarding this money, or enough of it to satisfy the garnishment, to the Garnishor.
- ☐ I owe a debt or other obligation to the Debtor (other than wages) that is not due as of the time of this response but will become due within 45 days. I will forward the money, or enough of it to satisfy the garnishment, to the Garnishor when the debt or other obligation becomes due.

PART II: DEBTOR'S EMPLOYER

(GARNISHEES WHO EMPLOY THE DEBTOR MUST FILL OUT THIS PORTION OF THE RESPONSE)

Place a check in front of all the following statements that apply. You may need to check more than one statement.

NOTE: THE LAW PROHIBITS DISCHARGE OF THE DEBTOR FROM EMPLOYMENT BY REASON OF GARNISHMENT.

☒ I employ the Debtor. The Debtor is paid on a monthly basis (insert "weekly", "monthly" or other pay period). Wages will next be payable to the Debtor on the 2nd day of January, 2 0006. I will complete a Wage Exemption Calculation form for each payment of wages that is made during the 90-day period immediately following the date that the writ of garnishment was delivered to me. I will also complete a Wage Exemption Calculation form for the payday immediately following the end of the 90-day period. I will forward to the Garnishor on each of these occasions those wages calculated to be subject to garnishment, or enough of those wages to satisfy the garnishment.

☒ I had already received a writ of garnishment from another Garnishor before this writ was delivered to me. Under Oregon law, the previous writ has priority. The previous writ will terminate on the 19th day of March, 2 0006.

I hereby certify that I have fully and accurately completed this garnishee response.

Dated: December 30, 2005Cross Boards Inc.

Name of Garnishee

503.584.1817

Telephone number

503.584.1821

Fax number (if available)

Daniel Clair

Signature

300 Market St NE #507Sum OR 97301

Address

FILED
POLK COUNTY OREGON

06 JAN -5 PM 1:46

TRIAL COURT ADMINISTRATOR
ENTERED BY DA

IN THE CIRCUIT COURT OF THE STATE OF OREGON
COUNTY OF POLK: COURT CASE NO. 03P1234

FRED BARNES AND NORMA BARNES)
VALLEY CREDIT SERVICE, INC., ASSIGNEE)

ORIGINAL
AFFIDAVIT/PROOF OF SERVICE

VS

GREGORY L. WARNOCK; ET AL)
)
)

STATE OF OREGON)
COUNTY OF MARION) SS.

I hereby certify that on the 29th day of December, 2005, at the hour of 1:59PM

I served Cross Roads, Inc by PERSONAL SERVICE TO Charise Richert, person authorized to accept service

The original and certified true copy of a Writ of Garnishment along with the garnishee response form, instructions to the garnishee form, a wage exemption calculation form and a search fee (if applicable).

Address where service was made: 3000 Market St NE #537
Salem OR

ALL SEARCH AND SERVICE WAS MADE WITHIN THE COUNTY OF MARION

I am a competent person over the age of 18, a resident of said State, not a party to nor an officer, director or employee of, nor attorney for any party, corporate or otherwise and knew that the person, firm, or corporation served is the identical one named in the action.

Roger W. Bole

Roger W. Bole, Server
Capitol Investigation Co., LTD.

I HEREBY CERTIFY that a mailing of a copy of the Writ of Garnishment, a copy of the debt calculation form, a notice of exemption and a challenge to the garnishment form was mailed to the debtor at the debtor's last known address as provided by the garnishor.

Subscribed to and sworn to before me this
30th day of December, 2005 by Roger W. Bole



S. Linan
Notary for the State of Oregon

CIRCUIT COURT COUNTY OF POLK STATE OF OREGON

FRED BARNES and
NORMA BARNES,
VALLEY CREDIT SERVICE, INC.,

Plaintiff,
 Assignee,

WRIT OF GARNISHMENT

Case No. 03P1234

vs.
GREGORY L. WARNOCK and
SHELLY K. WARNOCK,
2890 ERIC CT NW
SALEM OR 97304-1328

Defendant,

TO: CROSS ROADS, INC. ATTN: PAYROLL
3000 MARKET ST NE #537
SALEM OR 97301

You are now a Garnishee, AS A GARNISHEE, YOU NEED TO KNOW THE FOLLOWING:

SHELLY K. WARNOCK (who is called the "Debtor") owes money to
VALLEY CREDIT SERVICE, INC. (who is called the "Creditor"). A judgment was entered against
 the Debtor for the debt, or the debt otherwise became subject to garnishment, on 11-26-03 & 01-28-04
 The Debtor's Social Security number or employer identification number is 541826310 (insert if known).

The amount subject to garnishment is \$ 5334.45

This writ garnishes all of the following:

- Wages that you owe the Debtor at the time this writ is delivered to you, and all wages that the Debtor earns during the 90-day period following the date on which you receive this writ.
- All property of the Debtor (including money) that is in your possession, control or custody at the time this writ is delivered to you.
- All debts that you owe the Debtor at the time this writ is delivered to you, whether or not payment is due on the debt at the time you receive this writ.

Verified Correct Copy of Original 5/13/2016.

IMPORTANT ADDRESSES (see Step 2 of Instructions to Garnishee form)

(Court Administrator)

POLK CIRCUIT

Court

Street Address COUNTY COURTHOUSECity DALLASCounty POLK COUNTYState ORZip Code 97338

(Debtor)

Name SHELLY K. WARNOCK

Telephone Number (if known) _____

Street Address 2890 ERIC CT NWCity SALEMState ORZip Code 97304-1328☐ Creditor has no knowledge of Debtor's address.

(Garnishor; check one)

☐ Creditor: (Must be filled in if Court Administrator issues writ.)Name VALLEY CREDIT SERVICE, INC.Street Address 960 BROADWAY ST NE P.O. BOX 2046City SALEMState ORZip Code 97308☐ Attorney for Creditor:Name RYAN E. GIBBStreet Address 528 COTTAGE ST NE P.O. BOX 469City SALEMState ORZip Code 97308Telephone Number 503-375-2635Oregon State Bar number 97269☐ Other authorized issuer of writ:

Name _____

Street Address _____

City _____

State _____

Zip Code _____

Telephone Number _____

CERTIFICATION

(The following certification must be signed by the Creditor if this writ is issued by the Court Administrator. In all other cases, the following certification must be signed by the person issuing the writ.)

I certify that I have read the writ of garnishment and to the best of my knowledge, information and belief, there is good ground to support issuance of this writ, and the amount indicated as subject to garnishment is lawfully subject to collection by this writ.

Signature Ryan E. Gibb

DEC 29 2005

Date

Ryan E. Gibb, OSB 97269

Oregon State Bar No. (if attorney)

COURT SEAL

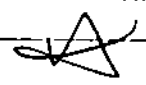
(To be completed only if this writ is issued by the Court Administrator. The writ must be stamped by the Court Administrator. The Court Administrator has not calculated any amount on the writ and is not liable for errors made in the writ by the Creditor.)

Issued by the Court Administrator this _____ day of _____, 2005

COURT ADMINISTRATOR

By _____

PINK/CERTIFIED TRUE COPY

FILED
POLK COUNTY OREGON
06 MAR 28 AM 11:52
TRIAL COURT ADMINISTRATOR
ENTERED BY 

IN THE CIRCUIT COURT OF THE STATE OF OREGON
COUNTY OF POLK: COURT CASE NO. 03P1234

FRED BARNES AND NORMA BARNES,)
VALLEY CREDIT SERVICE, INC ASSIGNEE)

ORIGINAL
AFFIDAVIT/PROOF OF SERVICE

vs

GREGORY L WARNOCK; ET AL)
)
)

STATE OF OREGON)
COUNTY OF MARION) SS.

I hereby certify that on the 14th day of March, 2006, at the hour of 2:25PM

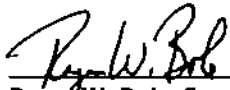
I served Cross Roads, Inc. by PERSONAL SERVICE TO Lisa Wright, person designated to accept service

The original and certified true copy of a Writ of Garnishment along with the garnishee response form, instructions to the garnishee form, a wage exemption calculation form and a search fee (if applicable).

Address where service was made: 3000 Market St NE #537
Salem OR

ALL SEARCH AND SERVICE WAS MADE WITHIN THE COUNTY OF MARION

I am a competent person over the age of 18, a resident of said State, not a party to nor an officer, director or employee of, nor attorney for any party, corporate or otherwise and knew that the person, firm, or corporation served is the identical one named in the action.



Roger W. Bole, Server
Capitol Investigation Co., LTD.

I HEREBY CERTIFY that a mailing of a copy of the Writ of Garnishment, a copy of the debt calculation form, a notice of exemption and a challenge to the garnishment form was mailed to the debtor at the debtor's last known address as provided by the garnishor.



Subscribed to and sworn to before me this
16th day of March, 2006 by Roger W. Bole



Notary for the State of Oregon

CIRCUIT COURT COUNTY OF POLK, STATE OF OREGON

FRED BARNES and
NORMA BARNES,
VALLEY CREDIT SERVICE, INC.,

Plaintiff,
Assignee,

WRIT OF GARNISHMENT

Case No. 03P1234

vs.
GREGORY L. WARNOCK and
SHELLY K. WARNOCK,
2890 ERIC CT NW
SALEM OR 97304-1328

Defendant,

TO: CROSS ROADS, INC. ATTN: PAYROLL
3000 MARKET ST NE #537
SALEM OR 97301

You are now a Garnishee. AS A GARNISHEE, YOU NEED TO KNOW THE FOLLOWING:

SHELLY K. WARNOCK (who is called the "Debtor") owes money to
VALLEY CREDIT SERVICE, INC. (who is called the "Creditor"). A judgment was entered against
the Debtor for the debt, or the debt otherwise became subject to garnishment, on 11-26-03 & 01-20-04.
The Debtor's Social Security number or employer identification number is 541826310 (insert if known).

The amount subject to garnishment is \$ 5254.00.

This writ garnishes all of the following:

- Wages that you owe the Debtor at the time this writ is delivered to you, and all wages that the Debtor earns during the 90-day period following the date on which you receive this writ.
- All property of the Debtor (including money) that is in your possession, control or custody at the time this writ is delivered to you.
- All debts that you owe the Debtor at the time this writ is delivered to you, whether or not payment is due on the debt at the time you receive this writ.

YOU MUST ANSWER THIS WRIT BY COMPLETING THE ATTACHED GARNISHEE RESPONSE WITHIN THE TIME ALLOWED BY LAW, WHETHER OR NOT YOU HOLD ANY OF THE DEBTOR'S PROPERTY OR OWE ANYTHING TO THE DEBTOR. IF YOU DO NOT TRUTHFULLY ANSWER THIS WRIT, OR YOU DO NOT DELIVER MONEY OR PROPERTY WHEN YOU ARE REQUIRED TO DO SO, YOU WILL BE LIABLE TO THE CREDITOR.

If you have questions, you should contact an attorney. Court employees cannot give you legal advice. The Creditor's attorney cannot give you legal advice.

A writ of garnishment may be issued only by the Court Administrator, by the attorney for the Creditor or by a person who is specifically authorized by the law to issue garnishments. This writ is issued by (check one):

☐ The Court Administrator

☒ The attorney for the Creditor

☐ Other authorized issuer:

Name and title _____

Statutory Authority it issue writ _____

This writ is valid only if it has been delivered to you within 60 days after the date of issuance. If Court Administrator is issuing this writ, the date of issuance is the date the Court Administrator signs the writ (see "COURT SEAL" below). If this writ is issued by any other person, the date of issuance is the date on which the issuer signs the certification (SEE "CERTIFICATION" below).

IMPORTANT ADDRESSES
(see Step 2 of Instructions to Garnishee form)

Verified Correct Copy of Original 5/13/2016.

POLK CIRCUIT (Court Administrator)
Court

Street Address COUNTY COURTHOUSE
 City DALLAS County POLK COUNTY
 State OR Zip Code 97338

(Debtor)

Name SHELLY K. WARNOCK
 Telephone Number (if known) _____
 Street Address 2890 ERIC CT NW
 City SALEM State OR Zip Code 97304-1528

☐ Creditor has no knowledge of Debtor's address.

(Garnishor; check one)

☐ Creditor: (Must be filled in if Court Administrator issues writ.)
 Name VALLEY CREDIT SERVICE, INC.
 Street Address 960 BROADWAY ST NE P.O. BOX 2046
 City SALEM State OR Zip Code 97308

☐ Attorney for Creditor:
 Name RYAN E. GIBB
 Street Address 528 COTTAGE ST NE P.O. BOX 469
 City SALEM State OR Zip Code 97308
 Telephone Number 503-375-2635
 Oregon State Bar number 97269

☐ Other authorized issuer of writ:
 Name _____
 Street Address _____
 City _____ State _____ Zip Code _____
 Telephone Number _____

CERTIFICATION

(The following certification must be signed by the Creditor if this writ is issued by the Court Administrator. In all other cases, the following certification must be signed by the person issuing the writ.)

I certify that I have read the writ of garnishment and to the best of my knowledge, information and belief, there is good ground to support issuance of this writ, and the amount indicated as subject to garnishment is lawfully subject to collection by this writ.

Signature _____
Ryan E. Gibb, OSB 97269
 Oregon State Bar No. (if attorney) _____

MAR 14 2006

Date _____

COURT SEAL

(To be completed only if this writ is issued by the Court Administrator. The writ must be stamped by the Court Administrator. The Court Administrator has not calculated any amount on the writ and is not liable for errors made in the writ by the Creditor.)

Issued by the Court Administrator this _____ day of _____, 2006

COURT ADMINISTRATOR

By _____

PINK/CERTIFIED TRUE COPY

FILED
POLK COUNTY OREGON
06 JUL -3 PM 5:03
TRIAL COURT CLERK
AFFIDAVIT

IN THE CIRCUIT COURT OF THE STATE OF OREGON
COUNTY OF POLK: COURT CASE NO. 03P1234

FRED BARNES AND NORMA BARNES)
VALLEY CREDIT SERVICE, INC., ASSIGNEE)

ORIGINAL
AFFIDAVIT/PROOF OF SERVICE

vs

GREGORY L. WARNOCK; ET AL)
)
)

STATE OF OREGON)
COUNTY OF MARION) SS.

I hereby certify that on the 27th day of June, 2006, at the hour of 1:42PM

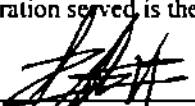
I served Cross Roads Inc by PERSONAL SERVICE TO Sherise Richard, person authorized to accept service

The original and certified true copy of a Writ of Garnishment along with the garnishee response form, instructions to the garnishee form, a wage exemption calculation form and a search fee (if applicable).

Address where service was made: 3000 Market St NE #537
Salem OR

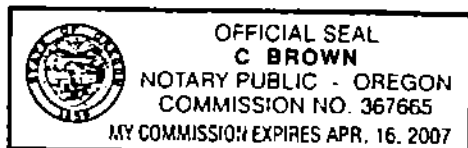
ALL SEARCH AND SERVICE WAS MADE WITHIN THE COUNTY OF MARION

I am a competent person over the age of 18, a resident of said State, not a party to nor an officer, director or employee of, nor attorney for any party, corporate or otherwise and knew that the person, firm, or corporation served is the identical one named in the action.


Rafael A. Arroyo, Server
Capitol Investigation Co., LTD.

I HEREBY CERTIFY that a mailing of a copy of the Writ of Garnishment, a copy of the debt calculation form, a notice of exemption and a challenge to the garnishment form was mailed to the debtor at the debtor's last known address as provided by the garnishor.

Subscribed to and sworn to before me this
29th day of June, 2006 by Rafael A. Arroyo




Notary for the State of Oregon

____ CIRCUIT COURT COUNTY OF POPLAR, STATE OF OREGON

FRED BARNES and)
NORMA BARNES,)
VALLEY CREDIT SERVICE, INC.,)
Plaintiff,)
Assignee,)

WRIT OF GARNISHMENT

Case No. 83P1234

vs.)
GREGORY L. WARNOCK and)
SHELLY K. WARNOCK,)
2890 ERIC CT NW)
SALEM OR 97304-1328 Defendant,)

TO: CROSS ROADS, INC. ATTN: PAYROLL
3020 MARKET ST NE #537
SALEM OR 97301

You are now a Garnishee, AS A GARNISHEE, YOU NEED TO KNOW THE FOLLOWING:

SHELLY K. WARNOCK (who is called the "Debtor") owes money to
VALLEY CREDIT SERVICE, INC. (who is called the "Creditor"). A judgment was entered against
the Debtor for the debt, or the debt otherwise became subject to garnishment, on 11-26-03 & 01-28-04.
The Debtor's Social Security number or employer identification number is 541826310 (insert if known).

The amount subject to garnishment is \$ 4666.77.

This writ garnishes all of the following:

- Wages that you owe the Debtor at the time this writ is delivered to you, and all wages that the Debtor earns during the 90-day period following the date on which you receive this writ.
- All property of the Debtor (including money) that is in your possession, control or custody at the time this writ is delivered to you.
- All debts that you owe the Debtor at the time this writ is delivered to you, whether or not payment is due on the debt at the time you receive this writ.

YOU MUST ANSWER THIS WRIT BY COMPLETING THE ATTACHED GARNISHEE RESPONSE WITHIN THE TIME ALLOWED BY LAW, WHETHER OR NOT YOU HOLD ANY OF THE DEBTOR'S PROPERTY OR OWE ANYTHING TO THE DEBTOR. IF YOU DO NOT TRUTHFULLY ANSWER THIS WRIT, OR YOU DO NOT DELIVER MONEY OR PROPERTY WHEN YOU ARE REQUIRED TO DO SO, YOU WILL BE LIABLE TO THE CREDITOR.

If you have questions, you should contact an attorney. Court employees cannot give you legal advice. The Creditor's attorney cannot give you legal advice.

A writ of garnishment may be issued only by the Court Administrator, by the attorney for the Creditor or by a person who is specifically authorized by the law to issue garnishments. This writ is issued by (check one):

- ☐ The Court Administrator
- ☒ The attorney for the Creditor
- ☐ Other authorized issuer:
Name and title _____
Statutory Authority it issue writ _____

This writ is valid only if it has been delivered to you within 60 days after the date of issuance. If Court Administrator is issuing this writ, the date of issuance is the date the Court Administrator signs the writ (see "COURT SEAL" below). If this writ is issued by any other person, the date of issuance is the date on which the issuer signs the certification (SEE "CERTIFICATION" below).

IMPORTANT ADDRESSES

(see Step 2 of Instructions to Garnishee form)

(Court Administrator)

POLK CIRCUIT Court
 Street Address COUNTY COURTHOUSE
 City DALLAS County POLK COUNTY
 State OR Zip Code 97338

(Debtor)

Name SHELLY K. WARMOCK
 Telephone Number (if known) _____
 Street Address 2899 ERIC CT NW
 City SALEM State OR Zip Code 97304-1328

☐ Creditor has no knowledge of Debtor's address.

(Garnishor; check one)

☐ Creditor: (Must be filled in if Court Administrator issues writ.)

Name VALLEY CREDIT SERVICE, INC.
 Street Address 960 BROADWAY ST NE P.O. BOX 2046
 City SALEM State OR Zip Code 97308

☐ Attorney for Creditor:

Name RYAN E. GIBB
 Street Address 528 COTTAGE ST NE P.O. BOX 469
 City SALEM State OR Zip Code 97308
 Telephone Number 503-585-5651
 Oregon State Bar number 97269

☐ Other authorized issuer of writ:

Name _____
 Street Address _____
 City _____ State _____ Zip Code _____
 Telephone Number _____

CERTIFICATION

(The following certification must be signed by the Creditor if this writ is issued by the Court Administrator. In all other cases, the following certification must be signed by the person issuing the writ.)

I certify that I have read the writ of garnishment and to the best of my knowledge, information and belief, there is good ground to support issuance of this writ, and the amount indicated as subject to garnishment is lawfully subject to collection by this writ.

Signature

Ryan E. Gibb, OSB 97269

Oregon State Bar No. (if attorney)

JUN 27 2006

Date

COURT SEAL

(To be completed only if this writ is issued by the Court Administrator. The writ must be stamped by the Court Administrator. The Court Administrator has not calculated any amount on the writ and is not liable for errors made in the writ by the Creditor.)

Issued by the Court Administrator this _____ day of _____, 2006

COURT ADMINISTRATOR

By _____

PINK/CERTIFIED TRUE COPY

FILED
POLK COUNTY OREGON
06 OCT -4 AM 9:42
TRIAL COURT ADMINISTRATOR
ENTERED BY *[Signature]*

IN THE CIRCUIT COURT OF THE STATE OF OREGON
COUNTY OF POLK: COURT CASE NO. 03PI234

FRED BARNES AND NORMA BARNES)
VALLEY CREDIT SERVICE INC, ASSIGNEE)

ORIGINAL
AFFIDAVIT/PROOF OF SERVICE

vs

GREGORY L. WARNOCK; ET AL)
)
)

STATE OF OREGON)
COUNTY OF MARION) SS.

I hereby certify that on the 26th day of September, 2006, at the hour of 1:07PM

I served Cross Roads, Inc by PERSONAL SERVICE TO Denise Clark, Owner

The original and certified true copy of a Writ of Garnishment along with the garnishee response form, instructions to the garnishee form, a wage exemption calculation form and a search fee (if applicable).

Address where service was made: 3000 Market St NE #537
Salem OR

ALL SEARCH AND SERVICE WAS MADE WITHIN THE COUNTY OF MARION

I am a competent person over the age of 18, a resident of said State, not a party to nor an officer, director or employee of, nor attorney for any party, corporate or otherwise and knew that the person, firm, or corporation served is the identical one named in the action.

[Signature]

Roger W. Bole, Server
Capitol Investigation Co., LTD.

I HEREBY CERTIFY that a mailing of a copy of the Writ of Garnishment, a copy of the debt calculation form, a notice of exemption and a challenge to the garnishment form was mailed to the debtor at the debtor's last known address as provided by the garnishor.

Subscribed to and sworn to before me this
29th day of September, 2006 by Roger W. Bole



[Signature]

Notary for the State of Oregon

CIRCUIT COURT COUNTY OF POLK, STATE OF OREGON

FRED BARNES and)
NORMA BARNES,)
VALLEY CREDIT SERVICE, INC.,)
 Plaintiff,)
 Assignee,)

WRIT OF GARNISHMENT

Case No. 03P1234

vs.)
GREGORY L. WARNOCK and)
SHELLY K. WARNOCK,)
2890 ERIC CT NW)
SALEM OR 97304-1328 Defendant.

TO: CROSS ROADS, INC. ATTN: PAYROLL
3000 MARKET ST NE #537
SALEM OR 97301

You are now a Garnishee, AS A GARNISHEE, YOU NEED TO KNOW THE FOLLOWING:

SHELLY K. WARNOCK (who is called the "Debtor") owes money to
VALLEY CREDIT SERVICE, INC. (who is called the "Creditor"). A judgment was entered against
 the Debtor for the debt, or the debt otherwise became subject to garnishment, on 11-26-03 & 01-28-04.
 The Debtor's Social Security number or employer identification number is 541826310 (insert if known).

The amount subject to garnishment is \$ 4807.55.

This writ garnishes all of the following:

- Wages that you owe the Debtor at the time this writ is delivered to you, and all wages that the Debtor earns during the 90-day period following the date on which you receive this writ.
- All property of the Debtor (including money) that is in your possession, control or custody at the time this writ is delivered to you.
- All debts that you owe the Debtor at the time this writ is delivered to you, whether or not payment is due on the debt at the time you receive this writ.

YOU MUST ANSWER THIS WRIT BY COMPLETING THE ATTACHED GARNISHEE RESPONSE WITHIN THE TIME ALLOWED BY LAW, WHETHER OR NOT YOU HOLD ANY OF THE DEBTOR'S PROPERTY OR OWE ANYTHING TO THE DEBTOR. IF YOU DO NOT TRUTHFULLY ANSWER THIS WRIT, OR YOU DO NOT DELIVER MONEY OR PROPERTY WHEN YOU ARE REQUIRED TO DO SO, YOU WILL BE LIABLE TO THE CREDITOR.

If you have questions, you should contact an attorney. Court employees cannot give you legal advice. The Creditor's attorney cannot give you legal advice.

A writ of garnishment may be issued only by the Court Administrator, by the attorney for the Creditor or by a person who is specifically authorized by the law to issue garnishments. This writ is issued by (check one):

☐ The Court Administrator

☒ The attorney for the Creditor

☐ Other authorized issuer:

Name and title _____

Statutory Authority it issue writ _____

This writ is valid only if it has been delivered to you within 60 days after the date of issuance. If Court Administrator is issuing this writ, the date of issuance is the date the Court Administrator signs the writ (see "COURT SEAL" below). If this writ is issued by any other person, the date of issuance is the date on which the issuer signs the certification (SEE "CERTIFICATION" below).

12/12/2016

IMPORTANT ADDRESSES
(see Step 2 of Instructions to Garnishee form)

(Court Administrator)

POLK CIRCUIT Court
Street Address COUNTY COURTHOUSE
City DALLAS County POLK COUNTY
State OR Zip Code 97338

(Debtor)

Name SHELLY K. WARNOCK
Telephone Number (if known) _____
Street Address 2890 ERIC CT NW
City SALEM State OR Zip Code 97304-1328

☐ Creditor has no knowledge of Debtor's address.

(Garnishor; check one)

☐ Creditor: (Must be filled in if Court Administrator issues writ.)

Name VALLEY CREDIT SERVICE, INC.
Street Address 960 BROADWAY ST NE P.O. BOX 2046
City SALEM State OR Zip Code 97308

☐ Attorney for Creditor:

Name RYAN E. GIBB
Street Address 528 COTTAGE ST NE P.O. BOX 469
City SALEM State OR Zip Code 97308
Telephone Number 503-585-5651
Oregon State Bar number 97269

☐ Other authorized issuer of writ:

Name _____
Street Address _____
City _____ State _____ Zip Code _____
Telephone Number _____

CERTIFICATION

(The following certification must be signed by the Creditor if this writ is issued by the Court Administrator. In all other cases, the following certification must be signed by the person issuing the writ.)

I certify that I have read the writ of garnishment and to the best of my knowledge, information and belief, there is good ground to support issuance of this writ, and the amount indicated as subject to garnishment is lawfully subject to collection by this writ.

Signature

SEP 26 2006
Date

Ryan E. Gibb, OSB 97269
Oregon State Bar No. (if attorney)

COURT SEAL

(To be completed only if this writ is issued by the Court Administrator. The writ must be stamped by the Court Administrator. The Court Administrator has not calculated any amount on the writ and is not liable for errors made in the writ by the Creditor.)

Issued by the Court Administrator this _____ day of _____, 2006

COURT ADMINISTRATOR

By _____

PINK/CERTIFIED TRUE COPY

FILED
POLK COUNTY OREGON

07 JAN 24 PH 3:56

TRIAL COURT ADMINISTRATOR
ENTERED BY

IN THE CIRCUIT COURT OF THE STATE OF OREGON
COUNTY OF POLK: COURT CASE NO. 03P1234

FRED BARNES AND NORMA BARNES
VALLEY CREDIT SERVICE, INC, ASSIGNEE

ORIGINAL
AFFIDAVIT/PROOF OF SERVICE

vs

GREGORY L. WARNOCK; ET AL

STATE OF OREGON)
COUNTY OF MARION) SS.

I hereby certify that on the 19th day of January, 2007, at the hour of 3:00PM


I served Cross Roads Inc by PERSONAL SERVICE TO Amy Hamlin, person designated to accept service

The original and certified true copy of a Writ of Garnishment along with the garnishee response form,
instructions to the garnishee form, a wage exemption calculation form and a search fee (if applicable).

Address where service was made: 3000 Market St NE #537
Salem OR

ALL SEARCH AND SERVICE WAS MADE WITHIN THE COUNTY OF MARION

I am a competent person over the age of 18, a resident of said State, not a party to nor an officer, director or
employee of, nor attorney for any party, corporate or otherwise and knew that the person, firm, or
corporation served is the identical one named in the action.


Mona C Smith, Server
Capitol Investigation Co., LTD.

I HEREBY CERTIFY that a mailing of a copy of the Writ of Garnishment, a copy of the debt calculation form, a
notice of exemption and a challenge to the garnishment form was mailed to the debtor at the debtor's last known
address as provided by the garnishor.

Subscribed to and sworn to before me this
19th day of January, 2007 by Mona C Smith




Notary for the State of Oregon

CIRCUIT COURT COUNTY OF POLK, STATE OF OREGON

FRED BARNES and
 NORMA BARNES,
 VALLEY CREDIT SERVICE, INC.,
 Plaintiff,
 Assignee,
 vs.
 GREGORY L. WARNOCK and
 SHELLY K. WARNOCK,
 2890 ERIC CT NW
 SALEM OR 97304-1328
 Defendant,

WRIT OF GARNISHMENT

Case No. 03P1234

TO: CROSS ROADS, INC. ATTN: PAYROLL
 3000 MARKET ST NE #537
 SALEM OR 97301

You are now a Garnishee, AS A GARNISHEE, YOU NEED TO KNOW THE FOLLOWING:

SHELLY K. WARNOCK (who is called the "Debtor") owes money to
 VALLEY CREDIT SERVICE, INC. (who is called the "Creditor"). A judgment was entered against
 the Debtor for the debt, or the debt otherwise became subject to garnishment, on 11-26-03 & 01-28-04.
 The Debtor's Social Security number or employer identification number is 541826310 (insert if known).

The amount subject to garnishment is \$ 3014.93.

This writ garnishes all of the following:

- Wages that you owe the Debtor at the time this writ is delivered to you, and all wages that the Debtor earns during the 90-day period following the date on which you receive this writ.
- All property of the Debtor (including money) that is in your possession, control or custody at the time this writ is delivered to you.
- All debts that you owe the Debtor at the time this writ is delivered to you, whether or not payment is due on the debt at the time you receive this writ.

IMPORTANT ADDRESSES

(see Step 2 of Instructions to Garnishee form)

(Court Administrator)

POLK CIRCUIT Court

Street Address **COUNTY COURTHOUSE**

City **DALLAS** County **POLK COUNTY**

State **OR** Zip Code **97338**

Jan

(Debtor)

Name **SHELLY K. WARNOCK**

Telephone Number (if known) _____

Street Address **2890 ERIC CT NW**

City **SALEM** State **OR** Zip Code **97304-1328**

☐ Creditor has no knowledge of Debtor's address.

(Garnishor; check one)

☐ Creditor: (Must be filled in if Court Administrator issues writ.)

Name **VALLEY CREDIT SERVICE, INC.**

Street Address **960 BROADWAY ST NE P.O. BOX 2046**

City **SALEM** State **OR** Zip Code **97308**

☐ Attorney for Creditor:

Name **RYAN E. GIBB**

Street Address **528 COTTAGE ST NE P.O. BOX 469**

City **SALEM** State **OR** Zip Code **97308**

Telephone Number **503-585-5651**

Oregon State Bar number **97269**

☐ Other authorized issuer of writ:

Name _____

Street Address _____

City _____ State _____ Zip Code _____

Telephone Number _____

CERTIFICATION

(The following certification must be signed by the Creditor if this writ is issued by the Court Administrator. In all other cases, the following certification must be signed by the person issuing the writ.)

I certify that I have read the writ of garnishment and to the best of my knowledge, information and belief, there is good ground to support issuance of this writ, and the amount indicated as subject to garnishment is lawfully subject to collection by this writ.

Signature

Ryan E. Gibb, OSB 97269

Oregon State Bar No. (if attorney)

JAN 16 2007

Date

COURT SEAL

(To be completed only if this writ is issued by the Court Administrator. The writ must be stamped by the Court Administrator. The Court Administrator has not calculated any amount on the writ and is not liable for errors made in the writ by the Creditor.)

Issued by the Court Administrator this _____ day of _____, 2007

COURT ADMINISTRATOR

By: _____

PINK/CERTIFIED TRUE COPY

FILED OREGON
POLK COUNTY
07 APR 26 PM 2:07
CIRCUIT COURT ADMINISTRATOR
ENTERED BY

IN THE CIRCUIT COURT OF THE STATE OF OREGON
COUNTY OF POLK: COURT CASE NO. 03P1234

FRED BARNES AND NORMA BARNES
VALLEY CREDIT SERVICE ASSIGNEE

ORIGINAL
AFFIDAVIT/PROOF OF SERVICE

vs

GREGORY L. WARNOCK;ET AL

STATE OF OREGON)
COUNTY OF MARION) SS.

I hereby certify that on the 20th day of April, 2007, at the hour of 2:35PM

I served Cross Roads, Inc by PERSONAL SERVICE TO Samantha Northey, person designated to accept
The original and certified true copy of a Writ of Garnishment along with the garnishee response form,
instructions to the garnishee form, a wage exemption calculation form and a search fee (if applicable).

Address where service was made: 3000 Market St NE #537
Salem OR

ALL SEARCH AND SERVICE WAS MADE WITHIN THE COUNTY OF MARION

I am a competent person over the age of 18, a resident of said State, not a party to nor an officer, director or
employee of, nor attorney for any party, corporate or otherwise and knew that the person, firm, or
corporation served is the identical one named in the action.

Alice M McAllister

Alice M McAllister, Server
Capitol Investigation Co., LTD.

I HEREBY CERTIFY that a mailing of a copy of the Writ of Garnishment, a copy of the debt calculation form, a
notice of exemption and a challenge to the garnishment form was mailed to the debtor at the debtor's last known
address as provided by the garnishor.



Subscribed to and sworn to before me this
23rd day of April, 2007 by Alice M McAllister

R. Dornon
Notary for the State of Oregon

CIRCUIT COURT COUNTY OF POLK , STATE OF OREGON

FRED BARNES and)
NORMA BARNES,)
VALLEY CREDIT SERVICE, INC.,)

Plaintiff,)
Assignee,)

WRIT OF GARNISHMENT

Case No. 03P1234

vs.)
GREGORY L. WARNOCK and)
SHELLY K. WARNOCK,)
2890 ERIC CT NW)
SALEM OR 97304-1328)

Defendant,

TO: CROSS ROADS, INC. ATTN: PAYROLL
3000 MARKET ST NE #537
SALEM OR 97301

You are now a Garnishee, AS A GARNISHEE, YOU NEED TO KNOW THE FOLLOWING:

SHELLY K. WARNOCK (who is called the "Debtor") owes money to
VALLEY CREDIT SERVICE, INC. (who is called the "Creditor"). A judgment was entered against
the Debtor for the debt, or the debt otherwise became subject to garnishment, on 11-26-03 & 01-28-04.
The Debtor's Social Security number or employer identification number is 541826310 (insert if known).

The amount subject to garnishment is \$ 2880.34.

This writ garnishes all of the following:

- Wages that you owe the Debtor at the time this writ is delivered to you, and all wages that the Debtor earns during the 90-day period following the date on which you receive this writ.
- All property of the Debtor (including money) that is in your possession, control or custody at the time this writ is delivered to you.
- All debts that you owe the Debtor at the time this writ is delivered to you, whether or not payment is due on the debt at the time you receive this writ.

YOU MUST ANSWER THIS WRIT BY COMPLETING THE ATTACHED GARNISHEE RESPONSE WITHIN THE TIME ALLOWED BY LAW, WHETHER OR NOT YOU HOLD ANY OF THE DEBTOR'S PROPERTY OR OWE ANYTHING TO THE DEBTOR. IF YOU DO NOT TRUTHFULLY ANSWER THIS WRIT, OR YOU DO NOT DELIVER MONEY OR PROPERTY WHEN YOU ARE REQUIRED TO DO SO, YOU WILL BE LIABLE TO THE CREDITOR.

If you have questions, you should contact an attorney. Court employees cannot give you legal advice. The Creditor's attorney cannot give you legal advice.

A writ of garnishment may be issued only by the Court Administrator, by the attorney for the Creditor or by a person who is specifically authorized by the law to issue garnishments. This writ is issued by (check one):

☐ The Court Administrator

☒ The attorney for the Creditor

☐ Other authorized issuer:

Name and title _____

Statutory Authority it issue writ _____

This writ is valid only if it has been delivered to you within 60 days after the date of issuance. If Court Administrator is issuing this writ, the date of issuance is the date the Court Administrator signs the writ (see "COURT SEAL" below). If this writ is issued by any other person, the date of issuance is the date on which the issuer signs the certification (SEE "CERTIFICATION" below).

11/11/11

K. Innow

219

IMPORTANT ADDRESSES

(see Step 2 of Instructions to Garnishee form)

(Court Administrator)
POLK CIRCUIT Court
 Street Address **COUNTY COURTHOUSE**
 City **DALLAS** County **POLK COUNTY**
 State **OR** Zip Code **97338**

(Debtor)
 Name **SHELLY K. WARNOCK**
 Telephone Number (if known)
 Street Address **2890 ERIC CT NW**
 City **SALEM** State **OR** Zip Code **97304-1328**

☐ Creditor has no knowledge of Debtor's address.

(Garnishor; check one)

☐ Creditor: (Must be filled in if Court Administrator issues writ.)

Name **VALLEY CREDIT SERVICE, INC.**
 Street Address **960 BROADWAY ST NE P.O. BOX 2046**
 City **SALEM** State **OR** Zip Code **97308**

☐ Attorney for Creditor:

Name **RYAN E. GIBB**
 Street Address **528 COTTAGE ST NE P.O. BOX 469**
 City **SALEM** State **OR** Zip Code **97308**
 Telephone Number **503-585-5651**
 Oregon State Bar number **97269**

☐ Other authorized issuer of writ:

Name
 Street Address
 City State Zip Code
 Telephone Number

CERTIFICATION

(The following certification must be signed by the Creditor if this writ is issued by the Court Administrator. In all other cases, the following certification must be signed by the person issuing the writ.)

I certify that I have read the writ of garnishment and to the best of my knowledge, information and belief, there is good ground to support issuance of this writ, and the amount indicated as subject to garnishment is lawfully subject to collection by this writ.

Signature

Ryan E. Gibb, QSB 97269

Oregon State Bar No. (if attorney)

APR 19 2007

Date

COURT SEAL

(To be completed only if this writ is issued by the Court Administrator. The writ must be stamped by the Court Administrator. The Court Administrator has not calculated any amount on the writ and is not liable for errors made in the writ by the Creditor.)

Issued by the Court Administrator this _____ day of _____, 2007

COURT ADMINISTRATOR

By

PINK/CERTIFIED TRUE COPY

FILED
POLK COUNTY OREGON
07 AUG -9 PH 2:15
TRIAL COURT ADMINISTRATOR
ENTERED BY 80

IN THE CIRCUIT COURT OF THE STATE OF OREGON
COUNTY OF POLK: COURT CASE NO. 03P1234

FRED BARNES AND NORMA BARNES,
VALLEY CREDIT SERVICES, INC.

ORIGINAL
AFFIDAVIT/PROOF OF SERVICE

vs

GREGORY L WARNOCK; ET AL

STATE OF OREGON)
COUNTY OF MARION) SS.

I hereby certify that on the 30th day of July, 2007, at the hour of 3:21PM

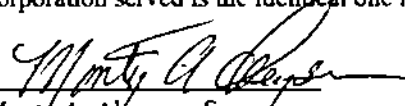
I served Cross Roads, Inc. by PERSONAL SERVICE TO Samantha Northey, person authorized to accept service

The original and certified true copy of a Writ of Garnishment along with the garnishee response form, instructions to the garnishee form, a wage exemption calculation form and a search fee (if applicable).

Address where service was made: 3000 Market St NE #537
Salem OR

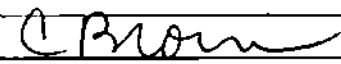
ALL SEARCH AND SERVICE WAS MADE WITHIN THE COUNTY OF MARION

I am a competent person over the age of 18, a resident of said State, not a party to nor an officer, director or employee of, nor attorney for any party, corporate or otherwise and knew that the person, firm, or corporation served is the identical one named in the action.


Monty A. Akeyson, Server
Capitol Investigation Co., LTD.

I HEREBY CERTIFY that a mailing of a copy of the Writ of Garnishment, a copy of the debt calculation form, a notice of exemption and a challenge to the garnishment form was mailed to the debtor at the debtor's last known address as provided by the garnishor.

Subscribed to and sworn to before me this
1st day of August, 2007 by Monty A. Akeyson


Notary for the State of Oregon



_____CIRCUIT_____COURT COUNTY OF POLK_____, STATE OF OREGON

FRED BARNES and)
NORMA BARNES,)
VALLEY CREDIT SERVICE, INC.,)

Plaintiff,)
Assignee,)

WRIT OF GARNISHMENT

Case No. 03P1234

vs.

GREGORY L. HARNOCK and)
SHELLY K. HARNOCK,)
2890 ERIC CT NW)
SALEM OR 97304-1328 Defendant,)

TO: CROSS ROADS, INC. ATTN: PAYROLL
3000 MARKET ST NE #537
SALEM OR 97301

You are now a Garnishee. AS A GARNISHEE, YOU NEED TO KNOW THE FOLLOWING:

SHELLY K. HARNOCK (who is called the "Debtor") owes money to
VALLEY CREDIT SERVICE, INC. (who is called the "Creditor"). A judgment was entered against
the Debtor for the debt, or the debt otherwise became subject to garnishment, on 11-26-03 & 01-28-04.
The Debtor's Social Security number or employer identification number is 541826310 (insert if known).

The amount subject to garnishment is \$ 2772.87.

This writ garnishes all of the following:

- Wages that you owe the Debtor at the time this writ is delivered to you, and all wages that the Debtor earns during the 90-day period following the date on which you receive this writ.
- All property of the Debtor (including money) that is in your possession, control or custody at the time this writ is delivered to you.
- All debts that you owe the Debtor at the time this writ is delivered to you, whether or not payment is due on the debt at the time you receive this writ.

YOU MUST ANSWER THIS WRIT BY COMPLETING THE ATTACHED GARNISHEE RESPONSE WITHIN THE TIME ALLOWED BY LAW, WHETHER OR NOT YOU HOLD ANY OF THE DEBTOR'S PROPERTY OR OWE ANYTHING TO THE DEBTOR. IF YOU DO NOT TRUTHFULLY ANSWER THIS WRIT, OR YOU DO NOT DELIVER MONEY OR PROPERTY WHEN YOU ARE REQUIRED TO DO SO, YOU WILL BE LIABLE TO THE CREDITOR.

If you have questions, you should contact an attorney. Court employees cannot give you legal advice. The Creditor's attorney cannot give you legal advice.

A writ of garnishment may be issued only by the Court Administrator, by the attorney for the Creditor or by a person who is specifically authorized by the law to issue garnishments. This writ is issued by (check one):

☐ The Court Administrator

☒ The attorney for the Creditor

☐ Other authorized issuer:

Name and title _____

Statutory Authority it issue writ _____

This writ is valid only if it has been delivered to you within 60 days after the date of issuance. If Court Administrator is issuing this writ, the date of issuance is the date the Court Administrator signs the writ (see "COURT SEAL" below). If this writ is issued by any other person, the date of issuance is the date on which the issuer signs the certification (SEE "CERTIFICATION" below).

Handwritten notes and signatures in the center of the page, including a large signature and some illegible text.

Handwritten signature at the bottom left of the page.

IMPORTANT ADDRESSES
(see Step 2 of Instructions to Garnishee form)

(Court Administrator)

POLK CIRCUIT Court
Street Address COUNTY COURTHOUSE
City DALLAS County POLK COUNTY
State OR Zip Code 97338

(Debtor)

Name SHELLY K. WARNOCK
Telephone Number (if known) _____
Street Address 2890 ERIC CT NW
City SALEM State OR Zip Code 97304-1328

☐ Creditor has no knowledge of Debtor's address.

(Garnishor; check one)

☐ Creditor: (Must be filled in if Court Administrator issues writ.)

Name VALLEY CREDIT SERVICE, INC.
Street Address 960 BROADWAY ST NE P.O. BOX 2046
City SALEM State OR Zip Code 97308

☐ Attorney for Creditor:

Name RYAN E. GIBB
Street Address 528 COTTAGE ST NE P.O. BOX 469
City SALEM State OR Zip Code 97308
Telephone Number 503-585-3651
Oregon State Bar number 97269

☐ Other authorized issuer of writ:

Name _____
Street Address _____
City _____ State _____ Zip Code _____
Telephone Number _____

CERTIFICATION

(The following certification must be signed by the Creditor if this writ is issued by the Court Administrator. In all other cases, the following certification must be signed by the person issuing the writ.)

I certify that I have read the writ of garnishment and to the best of my knowledge, information and belief, there is good ground to support issuance of this writ, and the amount indicated as subject to garnishment is lawfully subject to collection by this writ.

Signature

JUL 26 2007

Date

Ryan E. Gibb, OSB 97269

Oregon State Bar No. (if attorney)

COURT SEAL

(To be completed only if this writ is issued by the Court Administrator. The writ must be stamped by the Court Administrator. The Court Administrator has not calculated any amount on the writ and is not liable for errors made in the writ by the Creditor.)

Issued by the Court Administrator this _____ day of _____, 2007

COURT ADMINISTRATOR

By _____

PINK/CERTIFIED TRUE COPY

FILED
POLK COUNTY OREGON

07 NOV 27 PM 12:30

TRIAL COURT ADMINISTRATOR
ENTERED BY RA

IN THE CIRCUIT COURT OF THE STATE OF OREGON
COUNTY OF POLK: COURT CASE NO. 03P1234

FRED BARNES AND NORMA BARNES)
VALLEY CREDIT SERVICE, INC ASSIGNEE)

ORIGINAL
AFFIDAVIT/PROOF OF SERVICE

vs

GREGORY L. WARNOCK; ET AL)
)
)

STATE OF OREGON)
COUNTY OF MARION) SS.

I hereby certify that on the 20th day of November, 2007, at the hour of 2:37PM

I served Cross Roads, Inc by PERSONAL SERVICE TO Denise Clark, person designated to accept service

The original and certified true copy of a Writ of Garnishment along with the garnishee response form, instructions to the garnishee form, a wage exemption calculation form and a search fee (if applicable).

Address where service was made: 3000 Market St NE #537
Salem OR

ALL SEARCH AND SERVICE WAS MADE WITHIN THE COUNTY OF MARION

I am a competent person over the age of 18, a resident of said State, not a party to nor an officer, director or employee of, nor attorney for any party, corporate or otherwise and knew that the person, firm, or corporation served is the identical one named in the action.

Alice M McAllister
Alice M McAllister, Server
Capitol Investigation Co., LTD.

I HEREBY CERTIFY that a mailing of a copy of the Writ of Garnishment, a copy of the debt calculation form, a notice of exemption and a challenge to the garnishment form was mailed to the debtor at the debtor's last known address as provided by the garnishor.

Subscribed to and sworn to before me this
21st day of November, 2007 by Alice M McAllister



C. Brown
Notary for the State of Oregon

CIRCUIT COURT COUNTY OF POLK, STATE OF OREGON

FRED BARNES and
NORMA BARNES,
VALLEY CREDIT SERVICE, INC.,

Plaintiff,
Assignee,

WRIT OF GARNISHMENT

Case No. 03P1234

vs.
GREGORY L. WARNOCK and
SHELLY K. WARNOCK,
2890 ERIC CT NW
SALEM OR 97304-1328
Defendant,

TO: CROSS ROADS, INC. ATTN: PAYROLL
3000 MARKET ST NE #537
SALEM OR 97301

You are now a Garnishee, AS A GARNISHEE, YOU NEED TO KNOW THE FOLLOWING:

SHELLY K. WARNOCK (who is called the "Debtor") owes money to
VALLEY CREDIT SERVICE, INC. (who is called the "Creditor"). A judgment was entered against
the Debtor for the debt, or the debt otherwise became subject to garnishment, on 11-26-03 & 01-28-04
The Debtor's Social Security number or employer identification number is 541826310 (insert if known).

The amount subject to garnishment is \$ 2127.18

This writ garnishes all of the following:

- Wages that you owe the Debtor at the time this writ is delivered to you, and all wages that the Debtor earns during the 90-day period following the date on which you receive this writ.
- All property of the Debtor (including money) that is in your possession, control or custody at the time this writ is delivered to you.
- All debts that you owe the Debtor at the time this writ is delivered to you, whether or not payment is due on the debt at the time you receive this writ.

YOU MUST ANSWER THIS WRIT BY COMPLETING THE ATTACHED GARNISHEE RESPONSE WITHIN THE TIME ALLOWED BY LAW, WHETHER OR NOT YOU HOLD ANY OF THE DEBTOR'S PROPERTY OR OWE ANYTHING TO THE DEBTOR. IF YOU DO NOT TRUTHFULLY ANSWER THIS WRIT, OR YOU DO NOT DELIVER MONEY OR PROPERTY WHEN YOU ARE REQUIRED TO DO SO, YOU WILL BE LIABLE TO THE CREDITOR.

If you have questions, you should contact an attorney. Court employees cannot give you legal advice. ~~The Creditor's attorney cannot give you legal advice.~~ *W*

A writ of garnishment may be issued only by the Court Administrator, by the attorney for the Creditor or by a person who is specifically authorized by the law to issue garnishments. This writ is issued by (check one):

- ☐ The Court Administrator
- ☒ The attorney for the Creditor
- ☐ Other authorized issuer:
Name and title _____
Statutory Authority it issue writ _____

This writ is valid only if it has been delivered to you within 60 days after the date of issuance. If Court Administrator is issuing this writ, the date of issuance is the date the Court Administrator signs the writ (see "COURT SEAL" below). If this writ is issued by any other person, the date of issuance is the date on which the issuer signs the certification (SEE "CERTIFICATION" below).

ALL INFORMATION

1360

IMPORTANT ADDRESSES
(see Step 2 of Instructions to Garnishee form)

(Court Administrator)

DOLK CIRCUIT Court
Street Address COUNTY COURTHOUSE
City DALLAS County DOLK COUNTY
State OR Zip Code 97338

(Debtor)

Name SHELLY K. WARMICK
Telephone Number (if known) _____
Street Address 2893 ERIC CT NW
City SALEM State OR Zip Code 97304-1328

☐ Creditor has no knowledge of Debtor's address.

(Garnishor; check one)

☐ Creditor: (Must be filled in if Court Administrator issues writ.)

Name VALLEY CREDIT SERVICE, INC.
Street Address 950 BROADWAY ST NE P.O. BOX 2046
City SALEM State OR Zip Code 97308

☐ Attorney for Creditor:

Name RYAN E. GIBB
Street Address 528 COTTAGE ST NE P.O. BOX 459
City SALEM State OR Zip Code 97308
Telephone Number 503-585-5651
Oregon State Bar number 97269

☐ Other authorized issuer of writ:

Name _____
Street Address _____
City _____ State _____ Zip Code _____
Telephone Number _____

CERTIFICATION

(The following certification must be signed by the Creditor if this writ is issued by the Court Administrator. In all other cases, the following certification must be signed by the person issuing the writ.)

I certify that I have read the writ of garnishment and to the best of my knowledge, information and belief, there is good ground to support issuance of this writ, and the amount indicated as subject to garnishment is lawfully subject to collection by this writ.

Signature _____

NOV 28 2007

Date

Ryan E. Gibb OSB 97269
Oregon State Bar No. (if attorney)

COURT SEAL

(To be completed only if this writ is issued by the Court Administrator. The writ must be stamped by the Court Administrator. The Court Administrator has not calculated any amount on the writ and is not liable for errors made in the writ by the Creditor.)

Issued by the Court Administrator this _____ day of _____, 2007.

COURT ADMINISTRATOR

By _____

FILED
POLK COUNTY OREGON
08 MAR 24 PM 12:04
TRIAL COURT ADMINISTRATOR
ENTERED BY JA

IN THE CIRCUIT COURT OF THE STATE OF OREGON
COUNTY OF POLK: COURT CASE NO. 03P1234

FRED BARNES & NORMA BARNES, VALLEY)
CREDIT SERVICE, INC., ASSIGNEE)

ORIGINAL
AFFIDAVIT/PROOF OF SERVICE

vs

GREGORY L. WARNOCK:ET AL)
)
)

STATE OF OREGON)
COUNTY OF MARION) SS.

I hereby certify that on the 18th day of March, 2008, at the hour of 4:20PM

I served Cross Roads, Inc by PERSONAL SERVICE TO Denise Clark, person authorized to accept service

The original and certified true copy of a Writ of Garnishment along with the garnishee response form,
instructions to the garnishee form, a wage exemption calculation form and a search fee (if applicable).

Address where service was made: 3000 Market St NE #537
Salem OR

ALL SEARCH AND SERVICE WAS MADE WITHIN THE COUNTY OF MARION

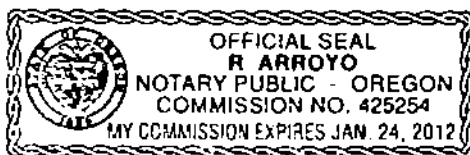
I am a competent person over the age of 18, a resident of said State, not a party to nor an officer, director or
employee of, nor attorney for any party, corporate or otherwise and knew that the person, firm, or
corporation served is the identical one named in the action.

Alice M McAllister

Alice M McAllister, Server
Capitol Investigation Co., LTD.

I HEREBY CERTIFY that a mailing of a copy of the Writ of Garnishment, a copy of the debt calculation form, a
notice of exemption and a challenge to the garnishment form was mailed to the debtor at the debtor's last known
address as provided by the garnishor.

Subscribed to and sworn to before me this
19th day of March, 2008 by Alice M McAllister



R. Arroyo
Notary for the State of Oregon

CIRCUIT COURT COUNTY OF POLK, STATE OF OREGON

FRED BARNES and
NORMA BARNES,
VALLEY CREDIT SERVICE, INC.,
 Plaintiff,
 Assignee,

WRIT OF GARNISHMENT

Case No. 03P1234

vs.
GREGORY L. WARNOCK and
SHELLY K. WARNOCK,
2890 ERIC CT NW
SALEM OR 97304-1328
 Defendant,

TO: CROSS ROADS, INC. ATTN: PAYROLL
3000 MARKET ST NE #537
SALEM OR 97301

You are now a Garnishee, AS A GARNISHEE, YOU NEED TO KNOW THE FOLLOWING:

SHELLY K. WARNOCK (who is called the "Debtor") owes money to
VALLEY CREDIT SERVICE, INC. (who is called the "Creditor"). A judgment was entered against
 the Debtor for the debt, or the debt otherwise became subject to garnishment, on 11-26-03 & 01-28-04.
 The Debtor's Social Security number or employer identification number is 1541826310 (insert if known).

The amount subject to garnishment is \$ 1458.99.

This writ garnishes all of the following:

- Wages that you owe the Debtor at the time this writ is delivered to you, and all wages that the Debtor earns during the 90-day period following the date on which you receive this writ.
- All property of the Debtor (including money) that is in your possession, control or custody at the time this writ is delivered to you.
- All debts that you owe the Debtor at the time this writ is delivered to you, whether or not payment is due on the debt at the time you receive this writ.

YOU MUST ANSWER THIS WRIT BY COMPLETING THE ATTACHED GARNISHEE RESPONSE WITHIN THE TIME ALLOWED BY LAW. WHETHER OR NOT YOU HOLD ANY OF THE DEBTOR'S PROPERTY OR OWE ANYTHING TO THE DEBTOR. IF YOU DO NOT TRUTHFULLY ANSWER THIS WRIT, OR YOU DO NOT DELIVER MONEY OR PROPERTY WHEN YOU ARE REQUIRED TO DO SO, YOU WILL BE LIABLE TO THE CREDITOR.

If you have questions, you should contact an attorney. Court employees cannot give you legal advice. The Creditor's attorney cannot give you legal advice.

A writ of garnishment may be issued only by the Court Administrator, by the attorney for the Creditor or by a person who is specifically authorized by the law to issue garnishments. This writ is issued by (check one):

☐ The Court Administrator

☒ The attorney for the Creditor

☐ Other authorized issuer:

Name and title _____

Statutory Authority it issue writ _____

This writ is valid only if it has been delivered to you within 60 days after the date of issuance. If Court Administrator is issuing this writ, the date of issuance is the date the Court Administrator signs the writ (see "COURT SEAL" below). If this writ is issued by any other person, the date of issuance is the date on which the issuer signs the certification (SEE "CERTIFICATION" below).

Attorney for Creditor

R. H. Hinggo

IMPORTANT ADDRESSES (see Step 2 of Instructions to Garnishee form)

(Court Administrator)

POLK CIRCUIT Court
 Street Address COUNTY COURTHOUSE
 City DALLAS County POLK COUNTY
 State OR Zip Code 97338

(Debtor)

Name SHELLY K. WARNOCK
 Telephone Number (if known) _____
 Street Address 2898 ERIC CT NW
 City SALEM State OR Zip Code 97304-1328

☐ Creditor has no knowledge of Debtor's address.

(Garnishor; check one)

☐ Creditor: (Must be filled in if Court Administrator issues writ.)

Name VALLEY CREDIT SERVICE, INC.
 Street Address 960 BROADWAY ST NE P.O. BOX 2046
 City SALEM State OR Zip Code 97308

☐ Attorney for Creditor:

Name RYAN E. GIBB
 Street Address 528 COTTAGE ST NE P.O. BOX 469
 City SALEM State OR Zip Code 97308
 Telephone Number 503-585-5651
 Oregon State Bar number 97269

☐ Other authorized issuer of writ:

Name _____
 Street Address _____
 City _____ State _____ Zip Code _____
 Telephone Number _____

CERTIFICATION

(The following certification must be signed by the Creditor if this writ is issued by the Court Administrator. In all other cases, the following certification must be signed by the person issuing the writ.)

I certify that I have read the writ of garnishment and to the best of my knowledge, information and belief, there is good ground to support issuance of this writ, and the amount indicated as subject to garnishment is lawfully subject to collection by this writ.

Signature

MAR 18 2008

Date

Ryan E. Gibb, OSB 97269
 Oregon State Bar No. (if attorney)

COURT SEAL

(To be completed only if this writ is issued by the Court Administrator. The writ must be stamped by the Court Administrator. The Court Administrator has not calculated any amount on the writ and is not liable for errors made in the writ by the Creditor.)

Issued by the Court Administrator this _____ day of _____, 2008

COURT ADMINISTRATOR

By _____

PINK/CERTIFIED TRUE COPY

FILED
POLK COUNTY OREGON

08 OCT 22 AM 11:56

TRIAL COURT ADMINISTRATOR
ENTERED BY BU

IN THE CIRCUIT COURT OF THE STATE OF OREGON
COUNTY OF POLK: COURT CASE NO. 03P1234

VALLEY CREDIT SERVICE, INC.)

ORIGINAL
AFFIDAVIT/PROOF OF SERVICE

vs

GREGORY L. WARNOCK, ET AL)

STATE OF OREGON)
COUNTY OF MARION)

SS.

I hereby certify that on the 15th day of October, 2008, at the hour of 2:38PM

I served Cross Roads, Inc by PERSONAL SERVICE TO Amy Hamlin, person authorized to accept service
The original and certified true copy of a Writ of Garnishment along with the garnishee response form,
instructions to the garnishee form, a wage exemption calculation form and a search fee (if applicable).

Address where service was made: 3000 Market St NE #537
Salem OR

ALL SEARCH AND SERVICE WAS MADE WITHIN THE COUNTY OF MARION

I am a competent person over the age of 18, a resident of said State, not a party to nor an officer, director or
employee of, nor attorney for any party, corporate or otherwise and knew that the person, firm, or
corporation served is the identical one named in the action.

Alice M McAllister
Alice M McAllister, Server
Capitol Investigation Co., LTD.

I HEREBY CERTIFY that a mailing of a copy of the Writ of Garnishment, a copy of the debt calculation form, a
notice of exemption and a challenge to the garnishment form was mailed to the debtor at the debtor's last known
address as provided by the garnishor.

Subscribed to and sworn to before me this
17th day of October, 2008 by Alice M McAllister



R. Arroyo
Notary for the State of Oregon

ENTERED BY _____

TRIAL COURT ADMINISTRATION

08 OCT 55 AM 11:28

BOOK COUNTY OVERCOM
LIFE

CIRCUIT COURT COUNTY OF POLK STATE OF OREGON

FRED BARNES and
NORMA BARNES,
VALLEY CREDIT SERVICE, INC.,

Plaintiff,
Assignee,

WRIT OF GARNISHMENT

Case No. 03P1234

vs.
GREGORY L. WARNOCK and
SHELLY K. WARNOCK,
2890 ERIC CT NW
SALEM OR 97304-1328

Defendant,

TO: CROSS ROADS, INC. ATTN: PAYROLL
3000 MARKET ST NE #537
SALEM OR 97301

You are now a Garnishee, AS A GARNISHEE, YOU NEED TO KNOW THE FOLLOWING:

SHELLY K. WARNOCK (who is called the "Debtor") owes money to
VALLEY CREDIT SERVICE, INC. (who is called the "Creditor"). A judgment was entered against
the Debtor for the debt, or the debt otherwise became subject to garnishment, on 11-26-03 & 01-28-04
The Debtor's Social Security number or employer identification number is 541826310 (insert if known).

The amount subject to garnishment is \$ 1204.70

This writ garnishes all of the following:

- Wages that you owe the Debtor at the time this writ is delivered to you, and all wages that the Debtor earns during the 90-day period following the date on which you receive this writ.
- All property of the Debtor (including money) that is in your possession, control or custody at the time this writ is delivered to you.
- All debts that you owe the Debtor at the time this writ is delivered to you, whether or not payment is due on the debt at the time you receive this writ.

YOU MUST ANSWER THIS WRIT BY COMPLETING THE ATTACHED GARNISHEE RESPONSE WITHIN THE TIME ALLOWED BY LAW, WHETHER OR NOT YOU HOLD ANY OF THE DEBTOR'S PROPERTY OR OWE ANYTHING TO THE DEBTOR. IF YOU DO NOT TRUTHFULLY ANSWER THIS WRIT, OR YOU DO NOT DELIVER MONEY OR PROPERTY WHEN YOU ARE REQUIRED TO DO SO, YOU WILL BE LIABLE TO THE CREDITOR.

A writ of garnishment may be issued only by the Court Administrator, by the attorney for the Creditor or by a person who is specifically authorized by the law to issue garnishments. This writ is issued by (check one):

- Name and title _____
Statutory Authority it issue writ _____

[illegible]

PINK/CERTIFIED TRUE COPY

IMPORTANT ADDRESSES
(see Step 2 of Instructions to Garnishee form)

001 100 0000 75

POLK CIRCUIT (Court Administrator)
Court
Street Address COUNTY COURTHOUSE PO BOX 1749
City ALBANY County LINN COUNTY
State OR Zip Code 97321

(Debtor)
Name SHELLY K. WARNOCK
Telephone Number (if known) _____
Street Address 2890 ERIC CT NW
City SALEM State OR Zip Code 97304-1328

☐ Creditor has no knowledge of Debtor's address.

(Garnishor; check one)
☐ Creditor: (Must be filled in if Court Administrator issues writ.)
Name VALLEY CREDIT SERVICE, INC.
Street Address 960 BROADWAY ST NE P.O. BOX 2046
City SALEM State OR Zip Code 97308

☐ Attorney for Creditor:
Name RYAN E. GIBB
Street Address 528 COTTAGE ST NE P.O. BOX 469
City SALEM State OR Zip Code 97308
Telephone Number 503-585-5651
Oregon State Bar number 97269

☐ Other authorized issuer of writ:
Name _____
Street Address _____
City _____ State _____ Zip Code _____
Telephone Number _____

CERTIFICATION

(The following certification must be signed by the Creditor if this writ is issued by the Court Administrator. In all other cases, the following certification must be signed by the person issuing the writ.)

I certify that I have read the writ of garnishment and to the best of my knowledge, information and belief, there is good ground to support issuance of this writ, and the amount indicated as subject to garnishment is lawfully subject to collection by this writ.

Signature

Ryan E. Gibb, OSB 97269

Oregon State Bar No. (if attorney)

OCT 14 2008

Date

COURT SEAL

(To be completed only if this writ is issued by the Court Administrator. The writ must be stamped by the Court Administrator. The Court Administrator has not calculated any amount on the writ and is not liable for errors made in the writ by the Creditor.)

Issued by the Court Administrator this _____ day of _____, 2008

COURT ADMINISTRATOR

By _____

PINK/CERTIFIED TRUE COPY

FILED
POLK COUNTY, OREGON

09 JAN 27 AM 10:01

TRIAL COURT ADMINISTRATOR
ENTERED BY SW

IN THE CIRCUIT COURT OF THE STATE OF OREGON
COUNTY OF POLK: COURT CASE NO. 03P1234

FRED BARNES AND NORMA BARNES,
VALLEY CREDIT SERVICE, INC., ASSIGNEE

ORIGINAL
AFFIDAVIT/PROOF OF SERVICE

vs

GREGORY L. WARNOCK; ET AL

STATE OF OREGON
COUNTY OF MARION

SS.

I hereby certify that on the 20th day of January, 2009, at the hour of 3:56PM

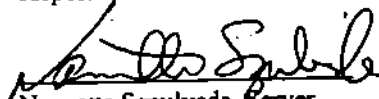
I served Cross Roads, Inc. by PERSONAL SERVICE TO Denise Clark, Owner

The original and certified true copy of a Writ of Garnishment along with the garnishee response form, instructions to the garnishee form, a wage exemption calculation form and a search fee (if applicable).

Address where service was made: 3000 Market St NE #537
Salem OR

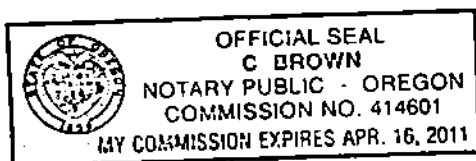
ALL SEARCH AND SERVICE WAS MADE WITHIN THE COUNTY OF MARION

I am a competent person over the age of 18, a resident of said State, not a party to nor an officer, director or employee of, nor attorney for any party, corporate or otherwise and knew that the person, firm, or corporation served is the identical one named in the action.


Nannette Sepulveda, Server
Capitol Investigation Co., LTD.

I HEREBY CERTIFY that a mailing of a copy of the Writ of Garnishment, a copy of the debt calculation form, a notice of exemption and a challenge to the garnishment form was mailed to the debtor at the debtor's last known address as provided by the garnishor.

Subscribed to and sworn to before me this
21st day of January, 2009 by Nannette Sepulveda




Notary for the State of Oregon

FILED
POLK COUNTY OREGON
JAN 10 1961
CLERK OF DISTRICT COURT
RECEIVED BY _____

Verified Correct Copy of Original 5/13/2016.

Verified Correct Copy of Original ~~5~~13/2016.

CIRCUIT COURT COUNTY OF POLK, STATE OF OREGON

FRED BARNES and
NORMA BARNES,
VALLEY CREDIT SERVICE, INC.,

Plaintiff,
 Assignee,

WRIT OF GARNISHMENT

Case No. 03P1234

vs.

GREGORY L. WARNOCK and
SHELLY K. WARNOCK,
2890 ERIC CT NW
SALEM OR 97304-1328
 Defendant,

TO: CROSS ROADS, INC. ATTN: PAYROLL
3020 MARKET ST NE #537
SALEM OR 97301

You are now a Garnishee. AS A GARNISHEE, YOU NEED TO KNOW THE FOLLOWING:

SHELLY K. WARNOCK (who is called the "Debtor") owes money to
VALLEY CREDIT SERVICE, INC. (who is called the "Creditor"). A judgment was entered against
 the Debtor for the debt, or the debt otherwise became subject to garnishment, on 11-25-03 & 01-28-04.
 The Debtor's Social Security number or employer identification number is 541826310 (insert if known).

The amount subject to garnishment is \$ 1018 50.

This writ garnishes all of the following:

- Wages that you owe the Debtor at the time this writ is delivered to you, and all wages that the Debtor earns during the 90-day period following the date on which you receive this writ.
- All property of the Debtor (including money) that is in your possession, control or custody at the time this writ is delivered to you.
- All debts that you owe the Debtor at the time this writ is delivered to you, whether or not payment is due on the debt at the time you receive this writ.

YOU MUST ANSWER THIS WRIT BY COMPLETING THE ATTACHED GARNISHEE RESPONSE WITHIN THE, TIME ALLOWED BY LAW, WHETHER OR NOT YOU HOLD ANY OF THE DEBTOR'S PROPERTY OR OWE ANYTHING TO THE DEBTOR. IF YOU DO NOT TRUTHFULLY ANSWER THIS WRIT, OR YOU DO NOT DELIVER MONEY OR PROPERTY WHEN YOU ARE REQUIRED TO DO SO, YOU WILL BE LIABLE TO THE CREDITOR.

If you have questions, you should contact an attorney. Court employees cannot give you legal advice. The Creditor's attorney cannot give you legal advice.

A writ of garnishment may be issued only by the Court Administrator, by the attorney for the Creditor or by a person who is specifically authorized by the law to issue garnishments. This writ is issued by (check one):

☐ The Court Administrator

☒ The attorney for the Creditor

☐ Other authorized issuer:

Name and title _____

Statutory Authority it issue writ _____

This writ is valid only if it has been delivered to you within 60 days after the date of issuance. If Court Administrator is issuing this writ, the date of issuance is the date the Court Administrator signs the writ (see "COURT SEAL" below). If this writ is issued by any other person, the date of issuance is the date on which the issuer signs the certification (SEE "CERTIFICATION" below).

IMPORTANT ADDRESSES
(see Step 2 of Instructions to Garnishee form)

(Court Administrator)

POLK CIRCUIT Court
Street Address COUNTY COURTHOUSE PO BOX 1749
City ALBANY County LINN COUNTY
State OR Zip Code 97321

(Debtor)

Name SHELLY K. WARNOCK
Telephone Number (if known) _____
Street Address 2890 ERIC CT NW
City SALEM State OR Zip Code 97304-1328

☐ Creditor has no knowledge of Debtor's address.

(Garnishor; check one)

☐ Creditor: (Must be filled in if Court Administrator issues writ.)

Name VALLEY CREDIT SERVICE, INC.
Street Address 960 BROADWAY ST NE P.O. BOX 2046
City SALEM State OR Zip Code 97308

☐ Attorney for Creditor:

Name RYAN E. GIBB
Street Address 528 COTTAGE ST NE P.O. BOX 469
City SALEM State OR Zip Code 97308
Telephone Number 503-585-5651
Oregon State Bar number 97269

☐ Other authorized issuer of writ:

Name _____
Street Address _____
City _____ State _____ Zip Code _____
Telephone Number _____

CERTIFICATION

(The following certification must be signed by the Creditor if this writ is issued by the Court Administrator. In all other cases, the following certification must be signed by the person issuing the writ.)

I certify that I have read the writ of garnishment and to the best of my knowledge, information and belief, there is good ground to support issuance of this writ, and the amount indicated as subject to garnishment is lawfully subject to collection by this writ.

Signature _____

JAN 20 2009

Date _____

Ryan E. Gibb, OSB 97269

Oregon State Bar No. (if attorney)

COURT SEAL

(To be completed only if this writ is issued by the Court Administrator. The writ must be stamped by the Court Administrator. The Court Administrator has not calculated any amount on the writ and is not liable for errors made in the writ by the Creditor.)

Issued by the Court Administrator this _____ day of _____, 2009

COURT ADMINISTRATOR

By _____

PINK/CERTIFIED TRUE COPY

FILED
POLK COUNTY OREGON
09 APR 28 AM 10:07
ENTERED BY 80

IN THE CIRCUIT COURT OF THE STATE OF OREGON
COUNTY OF POLK: COURT CASE NO. 03P1234

VALLEY CREDIT SERVICE, INC.

ORIGINAL
AFFIDAVIT/PROOF OF SERVICE

vs

GREGORY L. WARNOCK; ET AL

STATE OF OREGON
COUNTY OF MARION

SS.

I hereby certify that on the 21st day of April, 2009, at the hour of 4:14PM

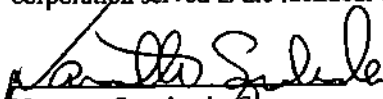
I served Cross Roads, Inc by PERSONAL SERVICE TO Denise Clark, owner

The original and certified true copy of a Writ of Garnishment along with the garnishee response form, instructions to the garnishee form, a wage exemption calculation form and a search fee (if applicable).

Address where service was made: 3000 Market St NE #537
Salem OR

ALL SEARCH AND SERVICE WAS MADE WITHIN THE COUNTY OF MARION

I am a competent person over the age of 18, a resident of said State, not a party to nor an officer, director or employee of, nor attorney for any party, corporate or otherwise and knew that the person, firm, or corporation served is the identical one named in the action.


Nannette Sepulveda, Server

Capitol Investigation Co., LTD.

I HEREBY CERTIFY that a mailing of a copy of the Writ of Garnishment, a copy of the debt calculation form, a notice of exemption and a challenge to the garnishment form was mailed to the debtor at the debtor's last known address as provided by the garnishor.

Subscribed to and sworn to before me this
22nd day of April, 2009 by Nannette Sepulveda




Notary for the State of Oregon

CIRCUIT COURT COUNTY OF POLK, STATE OF OREGON

VALLEY CREDIT SERVICE, INC.,
an Oregon corporation,
Plaintiff,

WRIT OF GARNISHMENT

Case No. 03P1234

GREGORY L. WARNOCK vs. and
SHELLY K. WARNOCK,
2890 ERIC CT NW
SALEM OR 97304-1328
Defendant,

TO: CROSS ROADS, INC. ATTN: PAYROLL
3000 MARKET ST NE #537
SALEM OR 97301

You are now a Garnishee. AS A GARNISHEE, YOU NEED TO KNOW THE FOLLOWING:

SHELLY K. WARNOCK (who is called the "Debtor") owes money to
VALLEY CREDIT SERVICE, INC. (who is called the "Creditor"). A judgment was entered against
the Debtor for the debt, or the debt otherwise became subject to garnishment, on 11-26-03 & 01-28-04.
The Debtor's Social Security number or employer identification number is 541826310 (insert if known).

The amount subject to garnishment is \$ 678.95

This writ garnishes all of the following:

- Wages that you owe the Debtor at the time this writ is delivered to you, and all wages that the Debtor earns during the 90-day period following the date on which you receive this writ.
- All property of the Debtor (including money) that is in your possession, control or custody at the time this writ is delivered to you.
- All debts that you owe the Debtor at the time this writ is delivered to you, whether or not payment is due on the debt at the time you receive this writ.

YOU MUST ANSWER THIS WRIT BY COMPLETING THE ATTACHED GARNISHEE RESPONSE WITHIN THE TIME ALLOWED BY LAW. WHETHER OR NOT YOU HOLD ANY OF THE DEBTOR'S PROPERTY OR OWE ANYTHING TO THE DEBTOR. IF YOU DO NOT TRUTHFULLY ANSWER THIS WRIT, OR YOU DO NOT DELIVER MONEY OR PROPERTY WHEN YOU ARE REQUIRED TO DO SO, YOU WILL BE LIABLE TO THE CREDITOR.

If you have questions, you should contact an attorney. Court employees cannot give you legal advice. The Creditor's attorney cannot give you legal advice. ad

A writ of garnishment may be issued only by the Court Administrator, by the attorney for the Creditor or by a person who is specifically authorized by the law to issue garnishments. This writ is issued by (check one):

☐ The Court Administrator

☒ The attorney for the Creditor

☐ Other authorized issuer:

Name and title _____

Statutory Authority it issue writ _____

This writ is valid only if it has been delivered to you within 60 days after the date of issuance. If Court Administrator is issuing this writ, the date of issuance is the date the Court Administrator signs the writ (see "COURT SEAL" below). If this writ is issued by any other person, the date of issuance is the date on which the issuer signs the certification (SEE "CERTIFICATION" below).

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@ Y E K

- 1 -

T. Mingo

IMPORTANT ADDRESSES
(see Step 2 of Instructions to Garnishee form)

(Court Administrator)

POLK CIRCUIT Court
Street Address COUNTY COURTHOUSE PO BOX 1749
City ALBANY County LINN COUNTY
State OR Zip Code 97321

(Debtor)

Name SHELLY K. WARNOCK
Telephone Number (if known) _____
Street Address 2890 ERIC CT NW
City SALEM State OR Zip Code 97304-1328

☐ Creditor has no knowledge of Debtor's address.

(Garnishee; check one)

☐ Creditor: (Must be filled in if Court Administrator issues writ.)

Name VALLEY CREDIT SERVICE, INC.
Street Address 960 BROADWAY ST NE PO BOX 2046
City SALEM State OR Zip Code 97308

☐ Attorney for Creditor:

Name RYAN E. GIBB
Street Address 528 COTTAGE ST. NE PO BOX 2046
City SALEM State OR Zip Code 97308
Telephone Number 503-585-5651
Oregon State Bar number 97269

☐ Other authorized issuer of writ:

Name _____
Street Address _____
City _____ State _____ Zip Code _____
Telephone Number _____

CERTIFICATION

(The following certification must be signed by the Creditor if this writ is issued by the Court Administrator. In all other cases, the following certification must be signed by the person issuing the writ.)

I certify that I have read the writ of garnishment and to the best of my knowledge, information and belief, there is good ground to support issuance of this writ, and the amount indicated as subject to garnishment is lawfully subject to collection by this writ.

Signature

APR 21 2009

Date

Ryan E. Gibb, OSB 97269

Oregon State Bar No. (if attorney)

COURT SEAL

(To be completed only if this writ is issued by the Court Administrator. The writ must be stamped by the Court Administrator. The Court Administrator has not calculated any amount on the writ and is not liable for errors made in the writ by the Creditor.)

Issued by the Court Administrator this _____ day of _____, 2009

COURT ADMINISTRATOR

By _____

PINK/CERTIFIED TRUE COPY

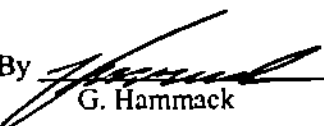
FILED
POLK COUNTY OREGON
09 OCT -9 PM 2:23
CLERK OF COURT
RECORDED BY

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF POLK

FRED BARNES and NORMA BARNES,	)	Case No. 03P1234
Plaintiff,)	
VALLEY CREDIT SERVICE, INC.,	)	SATISFACTION OF JUDGMENT
an Oregon corporation,)	
Plaintiff Assignee,)	
vs.)	
GREGORY L. WARNOCK and)	
SHELLY K. WARNOCK,)	
Defendants.)	

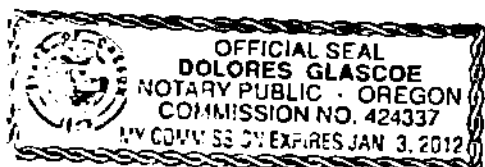
For value received, full satisfaction is hereby acknowledged of that judgment entered in the records of the Court on November 26, 2003 and January 28, 2004 in favor of the Plaintiff and against the defendants Gregory L. Warnock and Shelly K. Warnock. The clerk of said Court is hereby authorized and directed to enter of record satisfaction of said Judgment.


Plaintiff Assignee,
VALLEY CREDIT SERVICE, INC.

By 
G. Hammack

STATE OF OREGON)
) ss.
County of Marion)

On October 6, 2009 personally appeared G. Hammack, who, being sworn, stated that he is a corporate officer of plaintiff assignee, and that this instrument was voluntarily signed in behalf of the corporation by authority of its Board of Directors. Before me:




Notary Public for Oregon
My Commission Expires: 01-03-12

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